Agreement Between

THE REGENTS
Of the
UNIVERSITY OF CALIFORNIA

And The

SAN FRANCISCO
BUILDING AND CONSTRUCTION
TRADES COUNCIL

March 1, 2006 – February 28, 2011
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MARCH 1, 2006 - FEBRUARY 28, 2011
ARTICLE I
RECOGNITION AND DEFINITIONS

Section A: RECOGNITION

This Agreement is made and entered into by and between The Regents of the University of California, a corporation, hereinafter called the "University," and the San Francisco Building and Construction Trades Council, hereinafter called "Union." Pursuant to and in conformity with the certification issued by the Public Employment Relations Board on June 25, 1983, case SF-HR-5, the University recognizes the San Francisco Building and Construction Trades Council as exclusive bargaining agent for matters within the scope of representation for all employees holding the following job titles employed by the University of California San Francisco, excluding supervisory employees, managerial employees, and confidential employees:

<table>
<thead>
<tr>
<th>Title Code</th>
<th>Job Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>8150-S</td>
<td>Senior Inspector-Planner-Estimator</td>
</tr>
<tr>
<td>8151-S</td>
<td>Inspector-Planner-Estimator</td>
</tr>
<tr>
<td>8152-S</td>
<td>Assistant Inspector-Planner-Estimator</td>
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<tr>
<td>8155-S</td>
<td>Material Planner</td>
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<td>8156-S</td>
<td>Material Coordinator</td>
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<td>8157-S</td>
<td>Physical Plant Scheduler</td>
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<td>8171-S</td>
<td>Assistant Physical Plant Mechanic Supervisor</td>
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<tr>
<td>8172-S</td>
<td>Senior Physical Plant Mechanic</td>
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<tr>
<td>8173-S</td>
<td>Lead Physical Plant Mechanic</td>
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<td>8174-S</td>
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<tr>
<td>8175</td>
<td>Physical Plant Specialist</td>
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<tr>
<td>8188-S</td>
<td>Elevator Mechanic</td>
</tr>
<tr>
<td>8202</td>
<td>Assistant Chief Medical Center Stationary Engineer</td>
</tr>
<tr>
<td>8203</td>
<td>Medical Center Stationary Engineer</td>
</tr>
<tr>
<td>8204</td>
<td>Medical Center Incinerator Operator</td>
</tr>
<tr>
<td>8205</td>
<td>Apprentice Medical Center Stationary Engineer</td>
</tr>
</tbody>
</table>

Section 6: DEFINITIONS

1. Employee - The term Employee(s) as used in this Agreement, except where the Agreement, clearly indicates otherwise, shall mean only an employee(s) within the bargaining unit described in Section A above.

2. Career Position - A career position is one that is established at a fixed or variable percentage of time of at least fifty percent (50%) or more and is expected to continue for one year or longer.
3. **Career Employee** - A career employee is one appointed to a career position. For purposes of this Agreement, a full-time career employee is one who is regularly scheduled to work forty (40) hours a week.

4. **Full Time Equivalent (FTE)** - An FTE is a measurement of time equal to one hundred (100%) percent of one (1) full-time career position of forty (40) hours a week. Less than full-time career positions are a portion of one (1) FTE, based upon the number of regularly scheduled hours of work per week.

5. **Probationary Employee** - A career employee who has not completed the probationary period as defined in this Agreement.

6. **Pay Status** - Pay status includes any period of time for which an employee receives pay for time worked, including compensatory time off or for time on paid leave. Paid leave includes vacation (except terminal vacations), holidays or leave of absence with pay.

7. **Seniority** - Unless otherwise defined in this Agreement, seniority is the number of months of continuous service on pay status beginning with the latest date of hire. For employees hired on April 1, 2000, who previously worked for UCSF Stanford Health Care without a break in service through March 31, 2000, and were hired by UCSF on April 1, 2000, their pre-October 31, 1997 hire date is recognized for the determination of seniority.

8. **Break in Service** - A break in service is any separation from University employment.

9. **Reduction in Time** - Reduction in time is any involuntary decrease in the number of hours in an employee’s regular weekly schedule of work for a duration longer than thirty (30) continuous calendar days.

10. **Non-Work Day** - A non-work day is any day in which the Administrative Offices of the University are closed. For purposes of this Agreement, a non-business, non-work day will include the following:

Monday through Friday, before 8:00 a.m. and after 5:00 p.m.;
Saturday and Sunday, all day; and,
Thirteen (13) holidays as defined in this Agreement.

**ARTICLE II**
**MANAGEMENT RIGHTS**

1. The parties agree that all rights not specifically granted in this Agreement are reserved solely to the University. The University may, in its discretion, continue any current policies and practices that do not conflict with the express written provisions of this Agreement.
2. Examples of the rights reserved solely to the University Administration and its agents and officials include, but are not limited to, the right:

a. to establish the University’s missions, programs, objectives, activities and priorities including Affirmative Action plans and goals;

b. to plan, direct and control the use of resources, to achieve the University’s missions, programs, objectives, activities and priorities including Affirmative Action plans and goals;

c. to establish and administer procedures, rules and regulations and determine the methods and means by which operations are to be carried on. The University shall have the right to promulgate and to change any rules and regulations of the University as long as the University’s rules are not in violation of this Agreement;

d. to introduce new or improved methods, equipment or facilities or change or eliminate existing methods, equipment or facilities;

e. to determine the location of operations;

f. to discontinue, relocate or subcontract all or any portion of any operation;

g. to determine and modify job classifications and job descriptions;

h. to assign work and schedule hours of work to the extent that they do not conflict with other express provisions of this Agreement;

i. to establish the size, composition and qualifications of the work force;

j. to recruit, hire, evaluate, promote, transfer, demote or lay off employees; and to release probationary employees prior to the completion of their probationary period to the extent that they do not conflict with other express provisions of this Agreement;

k. to establish, modify and enforce standards of performance and conduct for employees; and to determine the process by which employee performance is evaluated;

l. to reprimand, suspend, release or otherwise discipline or discharge employees for misconduct or failure to perform satisfactorily to the extent that they do not conflict with other express provisions of this Agreement;

m. to maintain efficiency and order in its operations;
n. to establish, maintain, modify and enforce safety standards and programs.

3. The above enumeration of management rights is not inclusive and does not exclude other management rights not specified. Management retains the sole discretion to exercise or not exercise rights retained by the University. The non-exercise of management rights shall not be construed that any right is waived.

4. No management right shall be subject to enforcement or interpretation by the grievance or arbitration procedure or collateral suit unless the exercise thereof violates an express written provision of this Agreement.

**ARTICLE III**

**NO STRIKE/NO LOCKOUT**

Section A: **NO STRIKE**

1. During the term of this Agreement or any written extension thereof, the Union, on behalf of its officers, agents and members of this bargaining unit, agrees that there shall be no strikes, work stoppages, picketing, slowdowns, walkouts, refusal to perform assigned duties, sit-downs, sympathy strikes, sickouts, boycotts or any such individual or concerted activities which interfere, directly or indirectly, with the operations of the University.

2. The Union, 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 strike in violation of this Section.

3. Any employee who violates this Section shall forfeit all pay and benefits for the duration of the violations and shall be subject to disciplinary action up to and including discharge.

4. Any employee who is absent from work without authorization, or who abstains wholly or in part from the full performance of the employee’s duties without authorization, on the date or dates when a strike occurs at the University, shall be presumed to have engaged in such strike on such date or dates.

5. The Union shall be liable and shall make restitution to the University for all losses suffered by the University as a result of activity prohibited in this Article; however, such restitution shall not preclude the awarding of any other damages to which the University may be entitled.
6. In addition to any other liability, remedy or right provided by applicable law or statute, should a strike in violation of this Section occur, the Union shall take whatever affirmative action as is necessary to prevent and bring about the termination of such action or interference as indicated above. Such affirmative action shall include the immediate written notice to the University that the Union disavows and refuses to recognize any such action or interference and the Union shall immediately send written notices to all employees at their home addresses stating that they cease their misconduct and inform them that their misconduct is a violation of the Agreement subjecting them to disciplinary action up to and including discharge. In addition, the Union will refuse to honor, along with its affiliated organizations, if any, all picket lines established by employees engaged in activity violating the first paragraph of this Article.

7. If the Union performs in good faith and in a timely way all of the obligations above, the Union shall not be liable to the University for damages suffered as a result of the strike, except for such damages as are caused by the activities of officials of the Union or with their assistance or consent.

Section B: NO LOCKOUT

During the term of this Agreement, or any written extensions thereof, the University will not lockout any employees in the bargaining unit.

ARTICLE IV
SEVERABILITY

In the event that any provision of this Agreement is declared invalid or void by statute or judicial decision, such action shall not invalidate the entire Agreement. It is the express intention of the parties that all other provisions not declared invalid or void shall remain in full force and effect. In the event that any provision of this Agreement is declared invalid or void, the parties agree to meet promptly upon request of the other party in an attempt to reach an agreement on a substitute provision.

ARTICLE V
UNION ACCESS

A Business Representative or other duly authorized representative of the Union will be allowed to visit unrestricted work area(s) of employees provided that the Union official gives prior notice to the University of the intended visit and such a visit does not interrupt nor disrupt the employees’ scheduled work time. This right shall be exercised reasonably.
ARTICLE VI
UNION SECURITY

Section A: DURATION

1. During the term of this Agreement, and to the extent the laws of the State of California permit, this Article shall remain in full force and effect until the thirtieth (30th) calendar day prior to the expiration date of this Agreement.

2. During the term of this Agreement should Section 3583 of the Higher Education Employer-Employee Relations Act be amended, the parties agree that the Union may request to reopen the Agreement for purposes of renegotiation of Article VI only. The Union must request the reopening of this Article within thirty calendar days of the enactment of the amendment. The failure of the Union to request renegotiation within this period will serve as a waiver of its right to do so during the remainder of the term of the Agreement. If the Union requests reopening the Agreement in a timely manner, the parties will meet within thirty calendar days of the Union’s timely request.

Section B: FAIRSHARE

All employees covered by the terms of this Agreement shall, as a condition of employment, either become and remain members in good standing of the respective member Union of the San Francisco Building and Construction Trades Council or pay a Fair Share Fee to the respective Union member of the San Francisco Building and Construction Trades Council, pursuant to the provisions of HEERA. No employee covered under the terms of this Agreement shall be required to join the respective member of the San Francisco Building Council as a condition of employment with the University. Employees shall pay their Union Dues or Agency Fees directly to the respective Union member of the San Francisco Building and Construction Trades Council or through payroll deduction.

ARTICLE VII
NON-DISCRIMINATION

1. There shall be no unlawful discrimination in the application of the provisions of this Agreement with regard to race, color, religion, national origin, ancestry, sex, sexual orientation, or status as a Vietnam-era veteran. To the extent required by law that is applicable to the University, the provisions of the Agreement shall be applied to all members of the unit without regard to marital status, handicap, medical condition, status as a disabled veteran, age, or citizenship. Medical condition means’ any health impairment related to or associated with a diagnosis of cancer, for which a person has been rehabilitated or cured based on competent medical evidence. The provisions of this Article are not subject to the Arbitration Article of this Agreement except to the extent that a complaint alleges a violation of a specific Article of this Agreement which is subject to arbitration.
2. Nothing in this Article shall be construed to prevent an employee alleging discrimination from exercising Constitutional or statutory rights which may be available. In the event, however, that an employee or a group of employees elects to file a complaint alleging unlawful discrimination, with an external agency or court(s), the Arbitration procedure set forth in this Agreement will not be or will no longer be available.

**ARTICLE VIII**

**HOURS OF WORK**

Section A: **WORK WEEK AND SHIFTS**

1. The standard work week for employees consists of five (5) consecutive days of work within seven (7) consecutive calendar days beginning at midnight Sunday and ending at midnight Saturday (a calendar week). The work schedule for full-time employees shall be forty (40) hours per week excluding meal times and normally scheduled in shifts of eight (8) hours. The shift worked at times between 7:00 A.M. and 5:30 P.M. will be referred to as the “day shift.” A shift worked at times between 4:00 P.M. and 1:00 A.M. will be referred to as the “swing shift.” A shift worked at times between 11:00 P.M. and 8:30 A.M. will be referred to as the night or “graveyard shift.”

2. A permanent work week and/or shift is defined as one which is expected to be in place indefinitely. An employee working a shift of less than one week, who has not been given 30 calendar days notice, shall be compensated at the overtime rate. Assignments to permanent work weeks and/or shifts will be based on all employees working in the affected Department (for example, the Capital Projects and Facilities Management Department) by craft, in the following order: (1) volunteers from within the building management team; (2) volunteers from within the Department; (3) the application of inverse seniority. In the case of the Capital Projects and Facilities Management Department, if necessary, an employee(s) may then be moved from one building management team to another to replace the employee(s) who was placed on the permanent shift.

3. A temporary (or non-permanent) workweek and/or shift is defined as a period of four (4) months or less. In the case of the Capital Projects and Facilities Management Department, staffing of temporary shifts will be based on the employees working on the affected building management team. The order of assignment will be: (1) volunteers from within the building management team; (2) the application of inverse seniority. This order will be followed among the employees on the affected team on a craft basis. Assignments to temporary workweeks or shifts will be for a minimum of one week.

4. The current swing shift (Monday through Friday) involving the Medical Center team will be made permanent.
5. New employees will be hired under the condition that they can be assigned to any workweek and/or shift once they are trained and qualified to perform the work. When workweeks and/or shifts are made permanent, existing employees may bid for these assignments on the basis of seniority.

6. Employees to be assigned to a new workweek and/or shift will be given at least one month’s notice of their new assignment.

7. At least two weeks’ notice will be provided to the Union before the implementation of workweek and/or shift involving a Saturday or a Sunday (for example, a Tuesday through Saturday workweek or a Sunday through Thursday workweek). This notice provision applies to both permanent and temporary workweeks and/or shifts.

8. The differential rate to be paid for each hour worked by employees on a Saturday or a Sunday as part of a regularly scheduled shift, either temporary or permanent, and for each hour worked by employees on a “swing shift or “night or graveyard shift” is set forth in Appendices A through C. The workweek shift differential will not apply to those assigned to the weekend swing shift or the weekend graveyard shift.

9. Employees who have completed his/her regular schedule of work for the day or week will be relieved from work at least a full eight (8) hours before starting work on their next shift. An employee who is relieved for less than a full eight (8) hours before the start of the next shift shall be paid overtime for such a shift except for those employees in On-Call status.

Section B: REST PERIODS

Rest periods not to exceed fifteen minutes may be granted to employees no more than twice in an eight (8) hour shift. The time shall not be taken at the beginning or end of a work period or combined with a meal period. Rest periods not granted or granted and not used shall not be accumulated. Rest periods shall be granted unless operational necessity requires that they be denied.

Section C: SHOW UP TIME/PAY

If an employee who is scheduled to work all or part of a day and reports to work as scheduled and has not been notified by 6:00 p.m. on the employee’s preceding work day of a change in the employee’s schedule for that day, the employee will receive a minimum of four (4) hours of work or pay.

Section D: ON-CALL TIME/PAY

1. On-Call is defined as time during which an employee is not required to be at the work location, but is required to be available by telephone or pager and to be
available for an immediate return to work, if the University deems it necessary. An immediate return to work is generally defined as the ability of the employee to be present at the work location within one hour of being contacted.

2. As needed, employees will be assigned to On-Call status on a weekly basis, except that in special situations requiring an On-Call assignment as a result of an installation, modification, repair, or monitoring of equipment or a system, employees may be assigned on a daily or weekend basis. Employees assigned On-Call must be qualified to perform the functions associated with the equipment or systems. On-Call assignments will involve primarily “systems” employees, that is employees in the electrical, plumbing, and mechanical crafts.

3. Within the Capital Projects and Facilities Management Department, all employees are eligible for the On-Call rotation. Volunteers will be accepted. The Department will publish an On-Call schedule, providing the employees with as much advance notice as possible of the specific days and hours of the week that they are On-Call. The schedule will be generated through the solicitation of volunteers and thereafter based on seniority for the On-Call assignments available. Singular or non-scheduled On-Call assignments of any duration are the responsibility of the affected building management team. All substitutions to the On-Call schedule must be approved.

4. The Medical Center Facilities manager shall provide the necessary training for employees to become familiar with Medical Center protocols. On-Call assignments will involve primarily “system” employees, that is employees in the electrical, plumbing, and mechanical crafts.

5. An employee who is assigned to On-Call status for a week or more will be paid at the rate of $3.00 per hour.

6. An employee whose On-Call assignment is a special one involving a daily or weekend assignment will be paid at the rate of $4.00 per hour.

7. If an employee on On-Call status is called back to work, a minimum of three (3) hours of work or pay is guaranteed.

Section E: CALL BACK

An employee, who has completed his/her regular schedule of work for the day or week and has left the University premises, will receive a minimum of three (3) hours pay if the employee is called back to work.
ARTICLE IX
OVERTIME

Section A: DEFINITION

Overtime is time actually worked in excess of forty (40) hours in a workweek. In addition, time spent on vacation, holidays, sick leave or compensatory time-off with pay will be considered time worked for purposes of this Article only. Pay which is based upon On-Call or show-up time/pay is not considered time worked for purposes of this Article.

Section B: OVERTIME RATE

The overtime rate will be one and one-half (1-1/2) times the employee’s hourly rate of pay.

Section C: SCHEDULING OVERTIME

As soon as practicable after the University has decided the need for overtime exists, the University will notify the employee(s) it selects to work overtime that the overtime must be worked. Unless excused by the University, an employee must accept an overtime assignment. However, in assigning overtime, the University will normally assign the overtime to the employee(s) who were regularly performing the work, which necessitates the overtime, and will take into account employee preference for overtime assignments and will distribute overtime as equitably as practicable among employees qualified to do the work. Should a finding occur that overtime was not equitably distributed, the exclusive remedy will be one of placing the affected employee(s) in a higher priority for overtime opportunities until such time as equity has been achieved.

Section D: PYRAMIDING

Overtime premium shall not be pyramided, compounded or paid twice for the same time as defined in Section A above.

ARTICLE X
HIRING

When the University has a vacant position in the bargaining unit, which it intends to fill, it will send the Union a copy of the job advertisement with proof of service attached. The job advertisement for a vacant position will remain open for applicants for at least fourteen (14) calendar days following the date of notification to the Union. Upon the completion of the hiring for that position, the University will notify the Union that the position has been filled.
ARTICLE XI
PROBATIONARY PERIOD

All employees appointed to career positions shall serve a probationary period totaling one hundred and thirty (130) on-the-job days of work without a break in service. Employees who are rehired following a break in service of more than six (6) months shall serve a new probationary period whether or not they previously completed a probationary period. Anytime prior to the completion of the probationary period, an employee may be released for any reason and without recourse to the Grievance or Arbitration procedures of this Agreement. The University will send to the Union a copy of the probationary employee’s release.

ARTICLE XII
HOLIDAYS

Section A: ADMINISTRATIVE HOLIDAYS

1. The University observes the following days as administrative holidays:

- New Year’s Day
- Martin Luther King, Jr. Day
- President’s Day (Third Monday in February)
- Last Monday in May
- Fourth of July
- Labor Day
- Floating Holiday (in lieu of Spring Administrative Holiday)
- Veterans Day
- Thanksgiving Day
- Friday following Thanksgiving Day
- Christmas Day
- One additional holiday in conjunction with Christmas Day and one additional holiday in conjunction with New Year’s Day will be designated in 2005-2006; 2006-2007; 2007-2008; 2008-2009; 2010-2011.

2. The Floating Holiday will be selected by the employee and approved by management. The Floating Holiday must be taken within each calendar year in one eight-hour block of time.

3. When a holiday falls on a Sunday, the following Monday is observed. When a holiday falls on a Saturday, the preceding Friday is observed unless an alternative day is designated by the University.

Section B: HOLIDAY PAY
1. An employee required to work the holidays of New Year's day, Thanksgiving and/or Christmas (including the additional day to the holiday) shall be paid at the time and a half rate for all hours actually worked. In addition, and at the option of the University, the employee shall receive either eight (8) hours compensatory time off or eight (8) hours of holiday pay at the regular straight time rate.

2. An employee required to work an administrative holiday other than New Year's day, Thanksgiving and/or Christmas (including the additional day to the holiday) shall be paid at the straight time rate for all hours actually worked. In addition, and at the option of the University, the employee shall receive either eight (8) hours compensatory time off or eight (8) hours of holiday pay at the regular straight time rate.

Section C: SPECIAL OR RELIGIOUS HOLIDAYS

By charging time off to accrued vacation or leave without pay, an employee may observe a special or religious holiday if the University determines that work schedules permit.

Section D: ELIGIBILITY FOR HOLIDAY PAY

1. An employee on pay status for at least one-half (l/2) of the working hours of a month is eligible for holiday pay.

2. To be eligible for holiday pay, an employee must have been on pay status on the employee's last scheduled workday before the holiday and first scheduled workday after the holiday. No employee shall receive holiday pay for any holiday which is immediately preceded by or followed by an unauthorized absence or a disciplinary suspension.

ARTICLE XIII
SICK LEAVE

Section A: GENERAL

Until UCSF converts to hourly factors set forth in Section B below, the existing location practices will remain in effect.

Section B: SICK LEAVE CREDIT ON FACTOR ACCRUAL SYSTEM

1. An employee on pay status for at least one-half (l/2) of the working hours in a month or quadri-weekly cycle (i.e., two (2) consecutive biweekly pay periods) is eligible to accumulate sick leave credit for that period. An employee shall earn
leave at the rate of .046154 hours per hour on pay status. The number of sick leave hours which may be accumulated is unlimited.

2. Time on pay status in excess of a full-time work schedule (on-call, call-back, premium pay, and overtime hours) shall not be included as pay status hours when computing the amount of sick leave earned.

3. Sick leave earned shall be credited to the employee on the next working day following the accrual period, except that an eligible separating employee shall earn proportionate sick leave through the last day on pay status.

Section C: SICK LEAVE EARNING ON MONTHLY SYSTEM

As long as UCSF retains the monthly banded Accrual System: An employee on pay status for at least one-half (1/2) of working hours of the month shall earn sick leave based on number of hours on pay status that month up to a maximum of eight (8) hours per month for full-time employment. Time on pay status in excess of the full-time working hours of a month does not increase sick leave. Sick leave may be accumulated without limit. Sick Leave is earned during leave with pay. Sick Leave is credited at the end of the month it is earned.

Section D: SICK LEAVE USAGE

1. Sick leave may be used for personal illness or disability, medical appointments, and, as provided below, for illness or death of a family member. When requested by the University, an employee may be required to submit satisfactory proof of personal or family illness, disability, or death.

2. Failure to use sick leave properly, as required in this Article, will result in the non-payment of sick leave. Abuse of sick leave will result in discipline or discharge pursuant to the Discipline and Discharge Article. Sick leave shall not be used prior to the time it is credited nor shall sick leave be used beyond a predetermined separation date. Sick leave is paid at the employee's regular rate of pay. Sick leave may be used for pregnancy-related illnesses or disabilities but not beyond a predetermined date of separation or during leave without pay. A pregnant employee on approved leave without pay on the date of confinement is entitled, to use accrued sick leave beginning on the date of confinement and continuing through the period that she is physically unable to perform the normal duties of her job.

3. Up to forty (40) hours of accrued sick leave per year may be used when the employee is required to be in attendance or to provide care because of serious illness of the employee's mother, father, husband, wife, son, daughter, brother or sister; or of any other related person who is residing in the employee's household.
4. If, while on scheduled vacation, an employee becomes ill and is under the care of a physician and submits a physician's statement, documenting such care, the employee may use accrued sick leave for that personal illness. Illness of a family member is not covered during the employee's vacation.

5. Up to forty (40) hours of accrued sick leave per year may be used when the employee's attendance is required due to the death of the employee's mother, father, husband, wife, son or daughter, brother or sister; or of any other related person who is residing in the employee's household.

6. An employee who is recalled from layoff pursuant to this Agreement shall have all accrued sick leave from prior service reinstated. An employee re-employed in the bargaining unit after a break in service of less than fifteen (15) calendar days shall have all sick leave accrued from prior service reinstated. If reemployment in the bargaining unit occurs after a break in service of more than fifteen (15) calendar days but less than six (6) months, prior sick leave up to a maximum of eighty (80) hours shall be reinstated. If a break in service is six (6) months or more, the prior sick leave accrual shall not be reinstated.

**ARTICLE XIV**

**VACATION**

**Section A: GENERAL**
Until UCSF converts to hourly factors set forth in B below, existing department practices will remain in effect, as described in-C below.

**Section B: VACATION CREDIT ON FACTOR ACCRUAL SYSTEM**

A full-time employee for a period of six (6) months or more will earn vacation from the date of appointment. An employee must be on pay status for at least one-half (1/2) of the working hours of a month or quadri-weekly cycle, (i.e., two-consecutive biweekly pay periods) based on the number of hours on pay status for that month or quadri-weekly cycle to earn vacation at the following rates:

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<th>Qualifying Service*</th>
<th>Per Hour on Pay Status**</th>
<th>Approximate Yearly Earning***</th>
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<td>.057692</td>
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<td>240 Hours</td>
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<td>.069231</td>
<td>18 days</td>
<td>288 Hours</td>
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<td>15 but less than 20</td>
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<td>336 Hours</td>
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<td>20 or more</td>
<td>.092308</td>
<td>24 days</td>
<td>384 Hours</td>
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* Qualifying Service is defined as a month of service at a one half (1/2) time or more appointment. This includes time on military leave from the University. Eligible employees will earn vacation credit during a leave with pay. Vacation is credited at the end of the month in which it is earned except that an eligible employee who is terminating University service earns proportionate vacation through the last day on pay status. Vacation is earned proportionately to time.
worked for a regular schedule of work in excess of fifty (50%) percent. No vacation can be earned for time worked in excess of full time.

** Time on pay status in excess of a full-time employee’s work schedule does not earn vacation credit.

*** Full time rate.

Section C: **VACATION EARNING SCHEDULE (MONTHLY SYSTEM**

1. As long as UCSF Capital Projects and Facilities Management Department retains the monthly banded Accrual System:

   a. A full-time employee for a period of six (6) months or more will earn vacation from the date of the appointment. An employee must be on pay status for at least one-half (1/2) of the working hours of a month to earn vacation credit for that month.

   b. Vacation/Earning for Full Time Employees:

<table>
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<th>Qualifying Service</th>
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<td>1 - 120 months</td>
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<td>240 months or more</td>
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</tbody>
</table>

2. An employee who earns vacation from the date of the appointment shall not use such vacation until completing six (6) continuous months on pay status.

Section D: **VACATION ACCRUAL**

An employee may accrue vacation credit to a maximum of two (2) times the employee’s earning rate.

Section E: **SCHEDULING VACATION**

Vacation leave shall be scheduled at the convenience of the University. Vacation credit cannot be used prior to the time it is accrued. Upon request, an employee will be granted vacation, at the convenience of the University, before the employee’s accrued credit reaches the maximum which the employee can accumulate.

Section F: **PTO**

Employees hired by UCSF on April 1, 2000, who previously worked for UCSF Stanford Health Care, may elect to transfer their PTO to their UCSF vacation balance.
ARTICLE XV
LAYOFF, REDUCTION IN TIME, AND RECALL

Section A: GENERAL

The University shall, in its sole discretion, determine within each individual layoff unit: Capital Projects and Facilities Management (CPFIM); Medical Center Facilities Management (MC); and Langley Porter Psychiatric Institute (LPPI); when and where layoffs or reductions in time are to occur, the duration of such a layoff or reduction and which class titles, shops and locations will be involved.

Section B: NOTICE

An employee who is to be laid off or reduced in time will receive, in writing a fourteen (14) calendar day notice of the effective date of the layoff or reduction, or pay in lieu of notice at the option of the University. A copy of the notice will be sent to the Union.

Section C: LAYOFF/REDUCTION IN TIME PROCEDURE

When an employee is to be laid off or reduced in time, it will be accomplished except as provided below, by inverse order of seniority from each class title within each Capital Projects and Facilities Management Department Shop; the Langley Porter Neuropsychiatric Institute Shop; Mount Zion Shops. The University has the sole discretion to retain employees irrespective of seniority, who possess special skills, knowledge or abilities which are not possessed by other employees in the same class title and shop, and which are necessary to perform the functions of the department.

Section D: RECALL ELIGIBILITY - PERMANENT POSITIONS

A non-probationary employee who is laid off or placed on a reduced time schedule shall be eligible to be recalled to the employee’s former class in order of seniority when a vacant position exists and is to be filled, as determined by the University. An otherwise eligible employee must be qualified, as determined by the University, to fill the vacancy. Probationary employees shall not have a right to recall. Employees who are eligible for recall or reinstatement to their prior percent of time shall retain recall eligibility for one (1) year.

Section E: RECALL ELIGIBILITY - TEMPORARY POSITIONS

1. For purposes of this section, a temporary position is defined as one which is established at a fixed or variable percentage of time of at least fifty percent or more but which has a defined ending date of less than one year from its start date.
2. Employees on layoff status with a right to recall are eligible to be recalled to temporary positions in order of seniority. The University will provide as much notice as possible prior to the start of a temporary assignment, but in any event no less than forty-eight (48) hours notice. The University will make a good faith effort, when offering a temporary position to an employee, to apprise the employee of the anticipated length of the position. Similarly, the University will provide as much notice as possible to an employee occupying a temporary position of the end of the assignment. The University will not be obligated, however, to provide the fourteen (14) day notice of the effective date of layoff, from the temporary position in accordance with Section B of this Article.

3. An employee is entitled to refuse an offer of temporary employment, regardless of length, without forfeiting the right to recall to a permanent position pursuant to the provisions of Section D and Section G of this Article. The acceptance of a temporary position, however, will extend an employee’s recall rights under Section D and Section G of this Article to a period of one year from the ending date of the temporary position.

4. Under the University benefit plans, benefits cannot be provided for employees appointed to positions for less than three (3) months, irrespective of the percentage of appointment. Employees appointed to positions for more than (3) months, but less than one (1) year, are eligible for “core” benefits. In recognition that there is a less advantageous benefit package available to employees in temporary positions, the University will pay employees recalled to temporary positions a supplement of $4.00/hr.

5. Employees recalled to temporary positions may be released from employment at any time at the discretion of management. Such action shall not be grievable or arbitrable in accordance with Articles XX, XXI and XXII of the Agreement. However, such an action will not render that employee ineligible for recall in accordance with Section D of the Agreement unless the employee is given written notice in accordance with the procedures of Article XX, Section C, of the Agreement. In that circumstance, the action of the University in terminating the employee will be grievable and arbitrable in accordance with the provisions of Articles XX, XXI, and XXII of the Agreement.

Section F: TEMPORARY EMPLOYEE POOL

A pool of prospective temporary employees will be established for the purpose of providing additional work opportunities for skilled trades employees. (See Appendix D) The intent of establishing this pool is to provide temporary work for employees in the skilled trades rather than to subcontract this work. The temporary employee pool will not be used to supplant permanent employees. Preference for the work opportunities through the temporary employee pool will be given to those employees on layoff status. The procedures and requirements for prospective employees to be included in this pool will be, provided to the
Union. Employees hired to perform work from the temporary pool will receive a supplement of $4.00 per hour in lieu of benefits.

Section G: TERMINATION OF RECALL RIGHTS
The right to recall terminates if:

an employee refuses to respond affirmatively within five (5) calendar days of receipt of University inquiries concerning the employee’s desire to return to work;

refuses a recall to work in one’s former class when the employee is capable of doing the work;

accepts a career position at the same or higher salary within the University;

the time frame in Section D above has expired.

Section H: SERVICE AND BENEFITS

Recall within an employee’s period of recall eligibility does not create a break in service. Benefits and seniority accrue only when an employee is on pay status.

Section I: SENIORITY

For purposes of this Article, seniority is defined as the number of continuous full time equivalent months on pay status with the University since the date of employment or the last break in service, whichever is later.

For employees hired on April 1, 2000, who previously worked for UCSF Stanford Health Care, their UCSF Sanford Health Care seniority dates are recognized.

For the purpose of this article, the pre-October 31, 1997 hire date by UCSF shall be the date of hire for those employees who worked for UCSF Stanford Health Care from November 1, 1997 through March 31, 2000, without a break in service and returned to employment with UCSF as of April 1, 2000.
ARTICLE XVI
LEAVES OF ABSENCE

Section A: GENERAL PROVISIONS

1. Definition

In accordance with the provisions of this Article, a leave of absence, with or
without pay, may be approved by the University for medical purposes and non-
medical reasons.

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

b. An approved non-medical leave of absence includes Personal Leave and
Family Care/Illness Leave (including Parental Leave). Such leaves may
be with or without pay as provided in this Article.

c. An approved non-medical leave of absence with pay includes leave for
jury duty, voting, blood donations, administrative or legal proceedings,
and some military leaves, as provided in this Article.

2. Benefit Eligibility While on Leave Without Pay

a. Approved leave without pay shall not be considered a break in service.

b. If an employee is on approved leave without pay for more than fifty
percent (50%) of the full-time working hours in the calendar month, sick
leave, and length of service do not accrue. An eligible employee on
approved leave without pay may elect to continue University-sponsored
insurance coverages (as determined by plan documents or regulations)
for the period of the leave by remitting, in accordance with the provisions
of the applicable plan(s), the entire premium amount due for the period
of the approved leave. Regulations of the retirement systems determine
the effects of leave without pay on retirement benefits.

c. Special benefit eligibility For FMLA - An eligible employee shall have
University-provided health benefits continued for the period of the FMLA
leave in accordance with Section B.8.

3. Requests for Leave
Except as provided under Family Care and Medical Leave Notification, requests for leaves of absence and extensions, with or without pay, shall be submitted in writing to the University. Such requests shall be submitted sufficiently in advance of the requested leave date to provide the University time to assess the operational impact of granting the request. All requests for leaves of absence shall contain the requested beginning date, end date, and estimated duration of the leave, and any additional information as required.

4. Duration
The duration, terms of the leave and the date of return are determined when the leave is granted, and shall be communicated to the employee, in accordance with the provisions of this Article. Except as provided under Section B., Family Care and Medical Leave, written confirmation shall be provided when the University determines such confirmation is appropriate. Except as provided for elsewhere in this Article, the total aggregate of leaves of absence taken in any combination, granted under this Article, shall not exceed six (6) months.

5. Return to Work

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

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

c. An employee shall not be granted a leave of absence beyond the ending date of the employee’s appointment or predetermined date of separation.

d. An employee who fails to return to work from a leave of absence on the approved anticipated date of return shall be considered to have abandoned his/her job, if such failure to return exceeds five (5) consecutive working days of the approved anticipated return date.

Section B: FAMILY CARE AND MEDICAL LEAVE
Family Care Leave includes Parental Leave and Family Illness Leave. Medical Leave is provided for the employee’s own serious health condition.
1. Definitions

a. Parental Leave is to care for the employee’s newborn or a child who has been placed with the employee for adoption or foster care.

b. Family Illness Leave is leave to care for the employee’s child, parent, or spouse with a serious health condition.

c. Medical Leave is leave granted for the employee’s own serious health condition which makes the employee unable to perform any one or all of the essential assigned functions of the employee’s position. An employee disabled because of pregnancy-related conditions is covered under Section C, Pregnancy Disability.

d. An employee’s own serious health condition is an illness, injury, impairment, or physical or mental condition, that renders the employee unable to perform any one or all of the essential functions of the employee’s position and involves the following:

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

2) continuing treatment by a health care provider for:
   a.) a period of incapacity of more than three (3) consecutive calendar days,
       or
   b.) any period of incapacity or treatment due to a chronic serious health condition, or
   c.) any period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective.

e. A serious health condition for the purposes of family illness leave is an illness, injury, impairment, or physical or mental condition, as described in B.1.d above, which warrants the participation of the employee to provide supervision or care during a period of treatment or incapacity including psychological comfort.

f. A family member for the purposes of family care leave is the employee’s biological, adopted, or foster child, stepchild or legal ward who is under eighteen (18) years, a child for whom the employee stands in loco parentis, or an adult dependent child; a biological, foster, or adoptive parent, stepparent or legal guardian, an individual who stood in loco parentis while the employee was a child; or spouse, or partner in marriage as defined in California Civil Code 94000.

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

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

2. Eligibility Criteria

Employees who have at least twelve (12) cumulative months of University service (all prior University service, including service with the Department of Energy Laboratories, shall be used to calculate the twelve-month service requirement) and have at least 1,250 hours of actual hours worked, during the twelve-month period immediately preceding the commencement of the leave are eligible for and shall be granted up to a total of twelve (12) workweeks of FMLA Leave in the leave year. Family Care and Medical Leave is unpaid leave, except as provided in this Section. All paid time off used for family care and/or medical leave purposes shall be deducted from the twelve-workweek FMLA maximum. Family Care and Medical Leave shall not exceed twelve (12) workweeks in the leave year. If the employee has exhausted his/her entitlement to FMLA, he/she may apply for additional leave pursuant to this Article.

3. Notice

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

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

c. If the need for leave is unforeseeable or actually occurs prior to the anticipated date of foreseeable leave, the employee shall provide the
University with as much notice as practicable, that is, within one or two business days of when the need for leave become known to the employee.

d. The University shall determine whether the employee is eligible and qualifies for a FMLA leave and shall notify the employee, in writing, when the leave is designated or provisionally designated as FMLA leave. The duration and terms of the leave and the date of return are determined when the leave is granted. Extensions, if any, up to an aggregate of 12 workweeks in the leave year may be granted in accordance with this Section.

4. Certification

a. For the Employee’s Own Serious Health Condition

When a Leave of Absence is requested for the employee’s own serious health condition, the University shall require that an employee’s request for leave be supported by written certification issued by the employee’s health care provider. When certification is required by the University, such requirement shall be submitted to the employee in writing. Certification may be provided by the employee on a form given to the employee by the University and shall, regardless of the format, in addition to certifying that the employee has a serious health condition, include:

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

2) the date, if known, on which the employee’s serious health condition began, the probable duration of the condition and the employee’s probable date of return, and

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

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

b. If Leave is Requested for the Employee’s Family Member

When a leave of absence is requested for the serious health condition of the employee’s family member, the University shall require that an employee’s request for leave be supported by written certification issued by the family member’s health care provider. When certification is required by the University,
such requirement shall be submitted to the employee in writing. Certification may be provided by the employee on a form given to the employee by the University and shall, regardless of the format, in addition to certifying that the employee’s family member has a serious health condition, include:

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

2) whether the employee’s family member will need care intermittently or on a reduced leave schedule and the probable duration that the employee is needed to provide care.

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

c. Should there be any question regarding the validity of the employee’s certification for his/her own serious health condition, the University may, at its discretion, require the employee to obtain a second medical opinion from a second health care provider selected by the University. Should the second medical opinion differ from the opinion of the employee’s own health care provider, the University may require a third medical opinion from a third health care provider, jointly agreed to by the employee and the University. The University shall bear the cost of the second and third opinions and the third opinion shall be final.

d. If additional leave is requested or should the circumstances of the leave change the University may require the employee to obtain recertification. Such requests for subsequent certification may be either verbal or in writing.

e. If certification and/or re-certification is required, the employee shall return the certification within fifteen (15) calendar days of the University’s request, where practicable. Failure to provide certification for a foreseeable leave within the requested time may result in delay of the leave until the required certification is received. Failure to provide certification for an unforeseeable leave within the requested time period may result in discontinuance of the leave until the required certification is provided. If the employee fails to provide the required certification and the leave has not begun, the request for family and/or medical leave will be denied. If the leave has begun, the leave may, at the University’s discretion, be discontinued; however, any leave taken is not FMLA leave.

f. If the employee fails to provide a completed certification and/or recertification, the employee shall be given fifteen (15) calendar days to perfect the certification/re-certification. Failure to perfect an incomplete certification/re-certification within the requested time period may result in delay of the leave or discontinuance of the leave until the required certification/re-certification is
provided. If the employee fails to provide a complete certification/re-certification and the leave has not begun, the request for family and/or medical leave will be denied. If the leave has begun, the leave may, at the University's discretion, be discontinued; however, any leave taken is not FMLA leave.

g. Confirmation of Family Relationship

1) The University may, at its discretion, require an employee requesting leave to care for a family member with a serious health condition or requesting Parental leave, to provide documentation of the familial relationship or proof of birth, placement for adoption or in foster care.

2) Failure to provide documentation within fifteen (15) calendar days of the University's request may result in delay of the leave until the required documentation is provided. If the employee fails to provide the required documentation and the leave has not begun, the request for family and/or medical leave will be denied. If the leave has begun, the leave may, at the University's discretion, be discontinued; however, any leave taken is not FMLA leave.

h. An employee who has been granted a FMLA leave for his/her own serious health condition shall be returned to the same or an equivalent position when the employee has been medically released to perform the essential assigned functions' of his/her job. Failure to provide a medical release to return to work may result in the delay of reinstatement until the employee submits the required medical release certification.

4. Use of Accrued Paid Leave

Family Care and Medical Leave is unpaid, however:

a. An employee on leave for his/her own serious health condition shall use accrued sick leave in accordance with the University's disability plan or as provided in Article 23 - Work Incurred Injury or Illness. Employees not eligible for University disability benefit and not on leave due to a work incurred injury or illness shall use all accrued sick leave prior to taking leave without pay. If sick leave is exhausted, an employee may elect to use accrued vacation time prior to taking leave without pay.

b. An employee on Family Care Leave for Family Illness may use sick leave in accordance with Article XIII - Sick Leave, Section D., or an employee may elect to use accrued vacation time prior to taking leave without pay. However, if the employee's vacation leave accrual is at maximum, the employee will be required to use at least ten percent (10%) of the vacation leave credit prior to taking leave without pay.
c. An employee on Family Care Leave for Parental Leave may elect to use accrued vacation time prior to taking leave without pay.

5. Duration

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

b. For the purposes of FMLA, only, twelve (12) workweeks is equivalent to 480 hours of scheduled work for full-time employees who are normally scheduled for an eight (8) hours per day five (5) days per workweek (8/40) schedule. While the use of FMLA leave need not be consecutive, in no event shall an employee’s aggregate use of FMLA leave exceed a total of twelve (12) workweeks within the leave year.

c. For employees who work part-time or a schedule other than an 8/40, the number of FMLA leave hours to which the employee is eligible shall be adjusted in accordance with his/her normal weekly work schedule. An employee whose schedule varies from week to week is eligible for a pro-rated amount of FMLA leave based on her/his hours worked over the previous twelve (12) weeks preceding the leave.

d. When medically necessary and supported by medical certification, the University shall grant an eligible employee’s request for a reduced work schedule or intermittent leave including absences of less than one day. Only the time actually spent on the intermittent or reduced leave schedule shall be counted towards the employee’s entitlement of twelve (12) workweeks in the leave year.

e. When the employee requests an intermittent leave or a reduced work schedule, the University may, at its discretion, require the employee to transfer temporarily to an available alternate position for which the employee is qualified and which better accommodates the employee’s recurring period of leave. Such transfer shall have equivalent pay and terms and conditions of employment, but does not need to have equivalent duties.

6. Parental Leave

Parental Leave is a form of Family Care and Medical Leave to care for the employee’s newborn or a child placed with the employee for adoption or foster care and shall be initiated and concluded within one (1) year of the birth or placement of the child. The University will grant a Parental Leave subject to the limitations described below. If requested and taken immediately following a
Pregnancy Disability Leave, an employee eligible for leave under the Family and Medical Leave Act/California Family Rights Act (CFRA) at the beginning of her Pregnancy Disability Leave shall be granted a Parental Leave for up to twelve (12) workweeks provided that the employee has not exhausted her FMLA/CFRA leave entitlement for that leave year.

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

b. Duration - When Parental Leave is combined with a leave for pregnancy-related and/or pregnancy disability, the total Family Care/Parental Leave shall not exceed seven (7) months in the leave year.

c. The University shall grant a Parental Leave of less than two (2) weeks duration on any two (2) occasions during the leave year. The University, at its discretion, may require that any additional leaves requested during this same time period be for a minimum duration of two (2) weeks.

7. Continuation of Health Benefits

a. An employee on an approved FMLA leave shall be entitled, if eligible, to continue participation in health plan coverage (medical, dental, and optical) as if on pay status for a period of up to twelve (12) workweeks in the leave year.

b. An employee on an approved Pregnancy Disability Leave, who is also eligible for leave under the federal Family and Medical Leave Act and the California. Family Rights Act shall be entitled to up to twelve (12) workweeks of health plan coverage for the combined Pregnancy Disability Leave/Parental Leave which runs concurrently with FMLA and/or CFRA.

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

3. Return to Work

When an employee has been granted an approved FMLA leave of absence and returns within twelve (12) workweeks of the initiation of the leave, s/he shall be
reinstated to the same or an equivalent position upon expiration of the leave. If the position has been abolished or otherwise affected by layoff and an equivalent position is not available, the employee shall be afforded the same considerations which would have been afforded had the employee been on pay status when the position was abolished or affected by layoff. An employee shall not be granted a leave of absence beyond the ending date of the employee's appointment or predetermined date of separation.

Section C: PREGNANCY DISABILITY LEAVE

1. During the period of verified pregnancy-related and/or childbearing disability, an employee is entitled to and the University shall grant up to four (4) months of Pregnancy Disability Leave for pregnancy/childbearing disability purposes. If the employee is eligible for FMLA leave, such leave shall be deducted from an employee's federal FMLA leave entitlement. Upon termination of the Pregnancy Disability Leave, which runs concurrently with FMLA, an employee shall also be entitled to up to twelve (12) workweeks of leave under the CFRA for any covered reason except leave for a pregnancy-related medical condition provided the employee has not exhausted her FMLA/CFRA leave entitlement for that leave year.

2. If the pregnancy-related/childbearing medical disability continues beyond four (4) months, a disability leave of absence may be granted for a total medical absence not to exceed six (6) months. Additionally, the employee may be eligible for Parental Leave, pursuant, to Section B.7., above, to care for a newborn child. The total Family Care Leave when combined with a Pregnancy Disability Leave, shall not exceed seven (7) months in the leave year.

3. Pregnancy Disability Leave may consist of leave with or without pay; however, an employee shall be required to use accrued sick leave in accordance with the University's Disability Plan. If sick leave is exhausted, the employee may elect to use accrued vacation time prior to taking leave without pay.

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

5. As an alternative to or in addition to pregnancy disability leave, the University shall temporarily transfer a pregnant employee to a less strenuous or hazardous position upon the request of the employee and with the advice of the employee's health care provider, if the transfer can be reasonably accommodated. For the purpose of this section, a temporary transfer includes a temporary modification of the employee's own position to make it less strenuous or hazardous. A
temporary transfer under this section shall not be counted toward an employee's entitlement of up to four (4) months of pregnancy disability leave, unless the employee is also on a reduced work schedule or an intermittent leave schedule.

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

7. Continuation of Health Benefits

An employee on Pregnancy Disability Leave who is also eligible for leave under the FMLA and CFRA, shall be entitled, if eligible, to continue participation in health plan coverage (medical, dental, and optical) as if on pay status for up to twelve (12) workweeks in the leave year. Other group insurance coverage and retirement benefits shall be continued in accordance with the provisions of the applicable group insurance and retirement system regulations.

Section D: MILITARY LEAVE

1. Eligibility for Pay and Benefits

An employee is entitled to Reserve Training Leave for Inactive Duty, Temporary Military Leave for Active Duty Training, Extended Military Leave, Emergency National Guard Leave and Military Leave for Physical Examinations provided that the employee gives advance verbal or written notice of the leave except when such notice is precluded by military necessity, impossibility or unreasonableness. In any event, the University may require verification of an employee's military orders.

An employee granted temporary military leave for active-duty training or extended military leave is entitled to receive regular University pay for the first thirty (30) calendar days of such leave in any one fiscal year, but not to exceed the actual period of service, provided:

a. The employee has at least twelve (12) months of continuous University service immediately prior to the granting of the leave (any prior full-time military service shall be included in calculating this University service requirement); and
b. Such payment for temporary and extended military leave in any combination, in addition to any University payment for military leave for physical examinations, does not exceed the pay due for a period of thirty (30) calendar days in any one fiscal year.

c. **Part-time Employee**-An eligible part-time employee shall receive pay in proportion to the average percent of full-time worked during the three (3) completed monthly pay periods immediately preceding the leave.

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

e. **Monthly/Weekly Drills Paid**-leave is not granted for inactive duty such as regular weekly or monthly meetings or weekend drills.

f. **Service Credit and Benefits**-An employee on temporary military leave for active-duty training or extended military leave, who is not on pay status shall receive length-of-service credit, provided that the employee returns to University service at the expiration of the leave in accordance with applicable State and Federal laws. Such employee shall accrue vacation and sick leave and receive holiday pay only in accordance with Article XIV, Vacation Leave, Article XIII, Sick Leave and Article XII, Holidays. If on pay status, provided that the employee returns to University service at the expiration of the leave in accordance with applicable State and Federal Laws, the employee shall receive regular benefits. Retirement benefits and service credit shall be continued in accordance with the provisions of the applicable retirement system regulations. Health benefits may be continued at the employee's request and expense for a limited period of time as outlined under the University's groups insurance regulations.

2. **Temporary Military Leave for Active-Duty Training**

Temporary military leave for active-duty training shall be granted to any employee who as a member of a reserve component of the United States Armed Forces is ordered to full-time active military duty for training for a period not to exceed one hundred eighty (180) days, including time spent traveling to and from such duty.

3. **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 Federal military duty as a member of the National Guard or Naval Militia. Such leave shall be granted for active-duty service of any length or for active duty training in excess of one hundred eighty (180) days.
a. **Period of Leave.** An employee shall be granted extended military leave for the initial period of enlistment, service, or tour of duty for a period not to exceed five (5) years. In addition, leave shall be granted for a period up to six (6) months from the date of release from duty if the employee requests such extension.

b. **Service Credit and Benefits.** An employee granted extended military leave shall receive a lump-sum payment for earned salary, accrued vacation, and accrued overtime or compensatory time off. Upon written request, an employee may elect to retain accrued vacation on the records for a period not to exceed one hundred eighty (180) days. Vacation credits retained on the records in excess of one-hundred eighty (180) days shall be paid out at the pay rate in effect at the time of payment, taking into account any salary increases that may have occurred in the previous one-hundred eighty (180) day period.

c. **Sick leave credit shall be retained on the records.**

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

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

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

4. **Emergency National Guard Leave**

Military Leave shall be granted to an employee who as a member of the National Guard is called to active duty by proclamation of the Governor during a state of emergency. An employee who as a member of the National Guard is called to active federal military duty at the request of the President of the United States is not eligible for emergency National Guard leave, but shall be granted extended military leave as set forth in **Section A.4.**

a. **Eligibility for Pay.** An employee granted military leave for emergency National Guard duty is entitled to receive regular University pay for a period not to exceed thirty (30) calendar days in any one (1) fiscal year. An employee is eligible for pay regardless of the length of University service, and such pay is in addition to any University payment for temporary military leave for active-duty training, extended military leave, and military leave for physical examinations.
b. **Benefits.** An employee on military leave with pay for emergency National Guard duty shall receive all benefits related to employment which are granted when an employee is on pay status. If not on pay status, the employee shall receive length-of-service credit, provided that the employee returns to University service immediately after the emergency service is over; Such Employee shall accrue vacation and sick leave and receive holiday pay in accordance with Article XIV, Vacation Leave, Article XIII, Sick Leave and Article XII, Holidays.

5. **Physical Examination**

Military leave with pay shall be granted to an employee in accordance with D.1., regardless of length of service, when the employee is required to take a pre-induction or pre-enlistment physical examination to fulfill a commitment under a Selective Service or comparable law, or during a period of war or comparable national emergency.

a. Time off for other physical examinations in connection with military service may be charged to accrued sick leave, accrued vacation leave, or accrued compensatory time off, or shall be without pay.

b. The University may require verification of an employee's military orders to report for a physical examination.

6. **Reinstatement**

Following release from military service, an employee shall have such right to return, and only such right, as may be required by State and Federal law in effect at the time the employee applies for reinstatement. Upon reinstatement, an employee shall receive salary range adjustments applicable to the employee's position during the military leave as provided by the Agreement.

**ARTICLE XVII**

**BENEFITS COVERAGE AND CONTRIBUTIONS**

Section A: **GENERAL BENEFITS**

During the term of this Agreement, the benefits listed in this Section, including changes therein and any University contributions to such benefits, including changes therein, will be made available for employees in the bargaining unit to the same extent as employees employed at the San Francisco campus in the title code 8170 Physical Plant Mechanic Supervisor.

1) Retirement
2) Health insurance
3) Life insurance  
4) Dental insurance  
5) Non-industrial disability insurance  
6) University death benefit  
7) Vision care insurance  

Section B: OTHER BENEFITS AND PROGRAMS  

During the term of this Agreement, the University will provide employees in the bargaining unit, to the same extent as employees employed at the San Francisco campus in the Title, Code 8170 Physical Plant Mechanic Supervisor, military leave, medical separation, uniforms and rehabilitation. These programs and benefits will be parallel to prevailing Personnel Policies for Staff Members on these subjects but Personnel Policies for Staff Members, as such, do not apply to employees in this bargaining unit.

**ARTICLE XVIII**  
**WAGES**

Effective March 1, 2006 through February 28, 2007, wages will be paid pursuant to Appendix A.

Effective March 1, 2007 through February 28, 2008, wages will be paid pursuant to Appendix B.

Effective March 1, 2008 through February 28, 2009, wages will be paid pursuant to Appendix C.

Effective March 1, 2009 through February 29, 2010, wages will be paid pursuant to Wage Schedule agreed upon during the reopening of contract for the negotiation of wages.

Effective March 1, 2010 through February 28, 2011, wages will be paid pursuant to Wage Schedule agreed upon during the reopening of contract for the negotiations of wages.

**ARTICLE XIX**  
**HEALTH AND SAFETY**

Section A: SAFETY DETERMINATIONS

If an employee has a reasonable belief that a specific job assignment or work area may not comply with health or safety standards applicable to the University, the employee may request, through the Supervisor, a determination from the Environmental Health & Safety Department as to whether the assignment or
work area is in compliance with applicable standards before beginning the assignment or entering the work area. Once a determination has been made by the University that the assignment should not result in illness or injury to the employee, the employee must comply with the assignment. If, pursuant to the above request, the Environmental Health & Safety Department issues a written report, the employee or the Union may request a copy of the report.

Section B: **ABUSE**
Abuse of the right to request a health or safety determination will subject the employee to disciplinary action.

**ARTICLE XX**
**DISCIPLINE AND DISCHARGE**

Section A: **GENERAL CONDITIONS**

1. The term “employee,” as used in this Article, is defined as a non-probationary, career employee.

2. An employee may be disciplined for misconduct, for failure to perform satisfactorily or for violations of this Agreement.

3. The University may discipline an employee by oral reprimand, written warning, or suspension without pay for up to and including ten (10) working days without prior written notice ‘of intent.

4. Pursuant to this Article., when an employee is sent a notice of intent to suspend or discharge, the Union will be sent a copy of such notice.

Section B: **GRIEVABILITY AND ARBITRABILITY**

Oral reprimands and written warnings, unless used as a basis for subsequent disciplinary time off without pay or discharge, are not subject to the Arbitration article of this Agreement. Disciplinary action or discharge, which is subject to the Grievance Procedure, may be processed at Step II of the procedure no later than seven (7) calendar days after the employee has been sent notice of the disciplinary action taken.

Section C: **NOTICE OF INTENT**

1. Written notice of intent to suspend for more than ten (10) working days, or discharge shall be given to the employee, either by delivery of the notice to the employee in person, or by placing the notice of intent in the United States mail, first class postage paid, in an envelope addressed to the employee at the employee’s last known home address. It shall be the responsibility of the
employee to inform the University in writing of any change in such address. Whether delivery is made in person or by mail, the notice of intent shall contain a "Statement of Delivery or Mailing" indicating the date on which the notice of intent was personally delivered or mailed. Such date of delivery or mailing shall be the "date of issuance" of the notice of intent.

2. The employee or the Union shall be entitled to respond orally or in writing, to the notice of intent described above. In order for such response to be considered by the University it must be received within seven (7) calendar days from the date of receipt of such notice of intent in accordance with instructions given by the University in the written notice sent to the employee. After review of the employee’s timely response, if any, the University shall notify the employee and the Union of any action to be taken. Such action to be taken may not include discipline more severe than that described in the notice of intent; however, the University may reduce such discipline without issuance of a further notice of intent as described in this Section. The holding of a Disciplinary Review Conference pursuant to Section D will constitute the employee’s response to the University’s Notice of Intent.

Section D: DISCIPLINARY REVIEW CONFERENCE (DRC)

1. An employee will be notified in writing of any disciplinary suspension (and a copy sent to the Union). If an employee is notified that the disciplinary suspension will be for more than three (3) working days, or is given a Notice of intent to Suspend for more than ten (10) working days, or is given a Notice of Intent to Discharge, the employee and/or the Union will have five (5) calendar days from the date of notice to request a Disciplinary Review Conference. Such a request must be made in writing to the Labor Relations Department.

2. The conference must be scheduled within five (5) calendar days after the request is made. At the conference, the employee shall be entitled to give a response, orally or in writing, including any additional facts or defenses which the employee wishes to convey to the University before the University reaches a final decision on the action to be taken. No new known facts (nor defenses by the employee or the Union) may be introduced by the parties in any arbitration procedures after the completion of this conference.

3. The University, within five (5) calendar days after this conference is concluded, will notify the employee and the Union of any action to be taken.

4. If the Union chooses to appeal the University’s decision, it may do so directly to Arbitration (Article XXII) by notifying the Labor Relations Department in writing no later than ten (10) calendar days after the disciplinary action has been taken. This written appeal must specifically state the reasons for the appeal and the alleged section(s) of the Agreement which has been violated and the remedy.
requested. The appeal of the disciplinary action following a DRC will constitute an exhaustion of the Grievance Procedure under Article XXII, Section A.

Section E: INVESTIGATORY LEAVE

1. The University may place an employee on investigatory leave without prior notice in order to review or investigate allegations of conduct which, in the University’s view, would warrant relieving the employee immediately from all work duties. If, upon conclusion of the investigation, neither suspension without pay nor discharge is determined by the University to be appropriate, the employee shall be paid for the leave. Although an investigatory leave may exceed 15 working days, if a suspension without pay is determined to be the appropriate discipline, a maximum of fifteen (15) working days of the investigatory leave period may be applied to such suspension without pay. If discharge is determined by the University to be appropriate, the entire investigatory leave period shall be without pay.

2. Should the University deem it necessary to place an employee on an investigatory leave pending the outcome of a criminal prosecution(s) of the employee, the Union may appeal the University’s decision directly to Arbitration. In such a case, the sole issue before the Arbitrator will be the reasonableness of the University’s decision to place the employee on the investigatory leave.

Section F: TIME LIMITS

Time limits, as established in this Article, may be mutually extended by the parties in writing in advance of the expiration of the time limits. Deadlines which fall on a non-business day as defined in this Agreement will automatically be extended to the next business day.

ARTICLE XXI
GRIEVANCE PROCEDURE

Section A: GENERAL

1. A grievance is defined as an alleged violation, during the term of this Agreement, of an expressed written provision of this Agreement.

2. An individual employee shall have the right to use this Grievance Procedure and such a grievance may be submitted only by the aggrieved employee in accordance with the procedure set forth below. Grievances of two or more employees may, at the University’s discretion, be joined for purposes of review at any step of this procedure. All grievances from one employee which relate to the same facts, issue, incident or course of conduct shall be joined for purposes of review in this procedure.
3. The University shall not have the right to file a grievance under this procedure.

Section B: REPRESENTATION

An employee shall have the right to be represented at all steps of the Grievance Procedure by the Union or one other person or agent of the employee’s choice other than a University employee who has been designated as supervisory, managerial or confidential.

Section C: PROCEDURE

1. Step 1: Informal Review
   As soon as practicable, but no later than seven (7) calendar days after the employee could be expected to know of the event or action giving rise to the grievance, the employee shall discuss the grievance with the employee’s immediate supervisor. The parties shall informally attempt a resolution of the matter. Informal resolutions, although final, shall not be precedent setting. Settlement offers made in the informal process shall not be introduced in subsequent steps. If the complaint is not resolved within seven (7) calendar days through informal discussion with the immediate supervisor, the employee may advance the grievance as set forth below.

2. Step 2: Informal University-Union Grievance Meeting

   With or without the Union's representation, an employee whose grievance has not been resolved at Step 1, may request a meeting with the University in an effort to resolve the grievance. Requests for such a meeting must be received by the Labor Relations Department no later than seven (7) calendar days after the date on which the employee received or should have received an answer from the immediate supervisor. The meeting will be held within seven (7) calendar days of the receipt of the request for such a meeting. This meeting is the last step for the parties to present all known facts and evidence that are relevant to the grievance. Failure to present all known relevant facts and evidence which were in the respective party’s possession or should reasonably have been in the respective party’s possession shall preclude that party from using such facts or evidence beyond this step in the procedure or at arbitration. An employee or the employee’s representative, may waive the right to the Step 2 University-Union Grievance meeting by giving written notice to the Labor Relations Department. The waiver of the meeting does not waive the responsibilities of the Union to present all known relevant facts and evidence as required above before proceeding to Step 3 of this procedure.

3. Step 3: Formal Grievance

   a. If the Step 2 meeting does not resolve the grievance or the meeting was waived, the Union or the employee may reduce the grievance to writing on a form provided by the University. The written grievance must set forth:
1.) the specific section and provision of the Agreement alleged to have been violated;

2.) the action grieved and how it violated the above-mentioned provision;

3.) how the employee was adversely affected; and

4.) the remedy requested.

b. The Labor Relations Department must receive the written grievance no later than seven (7) calendar days from the date the meeting at Step 2 is completed but in no case later than thirty-five (35) calendar days after the employee could be expected to know of the event or action giving rise to the grievance.

c. The University shall render a written answer to the grievance within seven (7) calendar days from the date of receipt of the grievance. The University’s answer becomes final and thereby settles the grievance on the basis of the University’s answer, on the seventh (7th) calendar day after the date of the receipt of the answer, unless the Union, before the decision becomes final, requests that the grievance be referred to arbitration. Requests for arbitration must be made in writing and received by the Labor Relations Department prior to the close of business on the day on which the University’s answer is to become final.

4. Time Limits

a. Time limits as established in this Article may be mutually extended by the parties in writing in advance of the expiration of the time limits. Deadlines which fall on a non-business day as defined in this Agreement will automatically be extended to the next business day.

b. If a grievance is not appealed to the subsequent step of the procedure within applicable time limits, and an extension has not been agreed to in advance, the grievance will be considered settled on the basis of the last University written response.

ARTICLE XXII
ARBITRATION PROCEDURE

Section A: REQUESTS FOR ARBITRATION

A request for arbitration may be made only by the Union and only after exhaustion of the Grievance Procedure. The request for arbitration must be received by the Labor Relations Department within seven (7) calendar days of the date of receipt of the University’s grievance answer to the Union. Proof of
service must accompany these mailings. The Union, in making such a request for arbitration, must set forth in writing the issues and remedies remaining unresolved. The Labor Relations Department shall review the request, and absent resolution within seven (7) calendar days of the date received, begin the process to select an arbitrator. The parties, in dealing with the grievance at each step prior to arbitration, shall ensure that all facts in support of their position on the grievance are made known and shall not seek to introduce new issues, allegations, evidence or facts at the arbitration hearing. No later than five (5) calendar days prior to the arbitration the Union and the University shall attempt to stipulate as to the issue(s) to be arbitrated and to as many facts as possible. Settlement offers made during the Grievance Procedure shall be excluded from use in arbitration. The arbitration hearing shall be closed unless the parties otherwise agree in writing.

Section B: SELECTION OF ARBITRATORS

1. No later than seven (7) calendar days after receipt of the Union’s request for arbitration, the Union and the University will attempt to mutually select an arbitrator. If this effort is not successful within seven (7) calendar days of the beginning of such an attempt, the Union or the University, or both, within the next seven (7) calendar days only may request the American Arbitration Association to submit a list of seven (7) qualified arbitrators, none of whom may be in the employment of the University. It is understood and agreed that the labor arbitration rules of the American Arbitration Association shall not apply to this Agreement. If one of the seven (7) arbitrators on the list is not mutually agreeable, then the arbitrator shall be selected from the list by alternately striking names, beginning with the Union until one name remains. This person shall act as the arbitrator.

2. If the parties mutually agree that the list of arbitrators is unsatisfactory, a second list of seven (7) may be mutually requested from the American Arbitration Association. The same procedure for selection as set forth above shall be followed.

3. Either the University or the Union or both shall notify the selected arbitrator and upon the arbitrator’s acceptance, the arbitrator shall fix a date and time for the hearing.

Section C: TERMS AND CONDITIONS OF ARBITRATION

1. The arbitration proceeding shall provide an opportunity for the Union and the University to examine and cross-examine witnesses under oath and to submit relevant material and the names of all witnesses who are to be called shall be identified by the parties no later than seven (7) days prior to the hearing.
2. The arbitrator, following the close of the record of the hearing, shall consider the evidence presented and render a written decision. The written decision shall include a brief description of each issue under submission and the position of the parties, the findings of facts, the arbitrator’s conclusion(s) as to violation of the Agreement, if any, and, where appropriate, a remedy. The arbitrator shall be limited to the interpretation of the Agreement regarding the issues submitted and shall have no power to add to, delete, from, or otherwise alter the terms of the Agreement. If the grievance is sustained in whole or in part, the remedy shall not exceed making the employee whole by restoring the pay, benefits, or rights lost as a result of a violation of the Agreement, less any remuneration, payments or benefits received from any source, including, but not limited to, Worker’s Compensation and Unemployment Insurance benefits. The decision of the arbitrator, within the limits described herein, shall be final and binding and distributed to the parties within thirty (30) calendar days of the close of the record of the hearing.

3. The arbitrator’s fees shall be borne equally by the parties. Expenses for stenographic or other services or facilities shall be borne by the party requesting such services or facilities unless the parties otherwise agree in advance.

4. Time limits may be extended by mutual agreement of the parties in writing in advance of the expiration of the time limit.

Section D: EMPLOYEE WITNESS PAY STATUS

An employee who loses time from the employee’s work during the employee’s regularly scheduled working hours when testifying at an arbitration hearing, shall do so without loss of time or pay.

Section E: LIMITATION ON LIABILITY

Except as otherwise specifically provided, the University will not be liable on a grievance claiming back wages or other monetary reimbursement for any period of time during which an extension of time limits has been granted at the request of the Union; or

Any period of time between the first date the arbitrator is available for an arbitration hearing and the date of the hearing when the first date is rejected by the Union; or

Any period of time greater than thirty (30) calendar days prior to the date of the informal discussion in Step 1 of the Grievance Procedure discussion.
ARTICLE XXIII
WAIVER

The University and the Union acknowledge that during the negotiations which resulted in this Agreement, each party had the right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that this Agreement constitutes the entire contract arrived at by the parties and therefore this Agreement supersedes and replaces Staff Personnel policies, and is the sole source of rights and terms and conditions of employment for employees in this bargaining unit. As such, the University and the Union for the term of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter whether or not raised during negotiations or specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXIV
DURATION

Except as provided below, this Agreement shall become effective on March 1, 2006 and shall remain in full force and effect until and including February 28, 2011, and thereafter from year to year unless within the thirty (30) calendar day period immediately preceding December 31, 2010, or any anniversary thereafter, written notice of modification or termination is given by either the University or the Union to the other party.

The parties agree that the wages referred to in Article XVIII and in Appendices A, B, and C, and the shift differentials referred to in Article VIII and Appendices A, B, and C, will take effect on March 1, 2006, March 1, 2007 and March 1, 2008 respectively.

2007-08

a. If the University does not receive the amounts listed for compensation in Article XVIII and in Appendices B, and C, and the shift differentials referred to in Article VIII and Appendices B, and C, in the State Budget Act as finally adopted in those years and the University does not increase the individual rates on or before March 1, 2007, as provided for in Article XVIII and in Appendix B and the shift differentials referred to in Article VIII and Appendices B, wages shall be subject to reopen barganing. No later than 30 days following adoption of the State Budget, the University shall serve written notice of the University's 2007-08 general range adjustment and its intent to reopen Article XVIII and in
Appendices B, and C, and the shift differentials referred to in Article VIII and Appendices B, and C.

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

2008-09

a. If the University does not receive the amounts listed for compensation in Article XVIII and in Appendix C, and the shift differentials referred to in Article VIII and Appendix C, in the State Budget Act as finally adopted in those years and the University does not increase the individual rates on or before March 1, 2008, as provided for in Article XVIII and in Appendix C, and the shift differentials referred to in Article VIII and Appendix C, wages shall be subject to reopen bargaining. No later than 30 days following adoption of the State Budget, the University shall serve written notice of the University's 2008-09 general range adjustment and its intent to reopen Article XVIII and in Appendix C, and the shift differentials referred to in Article VIII and Appendix C.

b. Within 14 days following issuance of the Governor's May Revise, the University negotiator shall discuss with a SFBCTC - designated individual general non-confidential information regarding the status of the Compact Money in the State Budget for the following fiscal year.
APPENDIX A
WAGE SCHEDULE A
EFFECTIVE MARCH 1, 2006 THROUGH FEBRUARY 28, 2007

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The Assistant Supervisor differential for Mechanic and Senior Mechanic classifications is 5% above the job rate for each classification.

Employees assigned to weekends as a normal work week as described in Article VIII, Section A of this Agreement will receive a differential of $1.50 per hour.

Employees assigned to the swing shift as described in Article VIII, Section A of this Agreement will receive a differential of $1.70 per hour.

Employees assigned to the graveyard as described in Article VIII, Section A of this Agreement will receive a differential of $2.20 per hour.
APPENDIX B

WAGE SCHEDULE B

EFFECTIVE MARCH 1, 2007 THROUGH FEBRUARY 28, 2008

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The Assistant Supervisor differential for Mechanic and Senior Mechanic classifications is 5% above the job rate for each classification.

Employees assigned to weekends as a normal work week as described in Article VIII, Section A of this Agreement will receive a differential of $1.50 per hour.

Effective August 1, 2007, employees assigned to the swing shift as described in Article VIII, Section A of this Agreement will receive a differential of $1.85.

Effective August 1, 2007, employees assigned to the graveyard as described in Article VIII, Section A of this Agreement will receive a graveyard shift differential will be $2.35.
APPENDIX C
WAGE SCHEDULE C
EFFECTIVE MARCH 1, 2008 THROUGH FEBRUARY 28, 2009

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The Assistant Supervisor differential for Mechanic and Senior Mechanic classifications is 5% above the job rate for each classification.

Employees assigned to weekends as a normal work week as described in Article VIII, Section A of this Agreement will receive a differential of $1.50 per hour.

Employees assigned to the swing shift as described in Article VIII, Section A of this Agreement will receive a differential of $1.85 per hour.

Employees assigned to the graveyard as described in Article VIII, Section A of this Agreement will receive a differential of $2.35 per hour.
APPENDIX D

The parties agree to establish a Joint Committee consisting of two members appointed by the San Francisco Building and Construction Trades Council and two members appointed by the University. This Committee will meet periodically during the term of the Agreement to discuss matters of mutual interest and concern such as employment opportunities for skilled trades employees, jurisdictional issues, the development of the temporary employee program, set forth in Article XV, Section F of this Agreement and other items of mutual benefit to the parties.
UCSF & SFBCTC AGREEMENT

The foregoing agreement between the San Francisco Building and Construction Trades Council and The regents of the University of California, having been duly approved by both parties, is hereby executed by the undersigned authorized representatives of each party.

The San Francisco Building and Construction Trades Council:

By: Michael Theriault
    Chief Negotiator, SFBCTC

Date: 20 April 2006

The Regents of the University of California:

By: Judith W. Bregghe

Date: 5/13/04

By: Don Diettinger
    Chief Negotiator, UCSF

Date: 4/20/06