<table>
<thead>
<tr>
<th><strong>Bargaining Unit</strong></th>
<th>University Professionals &amp; Technical Employees (UPTE)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Employee Relations Unit</strong></td>
<td>RX – Research Support Professionals</td>
</tr>
<tr>
<td><strong>Contract Term</strong></td>
<td>July 1, 2009 - June 30, 2013 (Effective March 25, 2010)</td>
</tr>
<tr>
<td><strong>Link to Bargaining Agreement</strong></td>
<td><a href="http://atyourservice.ucop.edu/employees/policies_employee_labor_relations/collective_bargaining_units/healthcare_hx/agreement.html">http://atyourservice.ucop.edu/employees/policies_employee_labor_relations/collective_bargaining_units/healthcare_hx/agreement.html</a></td>
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<tr>
<td><strong>Demographics</strong></td>
<td>Non-supervisory research support professionals</td>
</tr>
<tr>
<td><strong>Represented Title Codes</strong></td>
<td>9520 SPECTROSCOPIST; 9610 STAFF RESEARCH ASSOC IV; 9611 STAFF RESEARCH ASSOC III; 9612 STAFF RESEARCH ASSOC II; 9613 STAFF RESEARCH ASSOC I; 9617 STAFF RES ASSOC II-NONEXEMPT; 9722 SCIENTIST, MUSEUM, SR; 9723 SCIENTIST, MUSEUM; 9724 SCIENTIST, MUSEUM, ASST</td>
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</table>

**ARTICLE 2 - AGREEMENT**

In the event the University determines that a position should be reclassified or designated for exclusion from the unit, or the University intends to replace the major portion of a bargaining unit position with a position in a classification outside of the unit, the University shall notify UPTE in writing at least thirty (30) calendar days prior to the proposed implementation. If UPTE believes that the action violates this Agreement, UPTE shall, within thirty (30) calendar days of the mailing of the University’s notice, notify the University in writing that it wishes to challenge the action.

Until the bargaining unit assignment is either agreed to by the parties or finally resolved through the PERB unit modification procedures:

1. the affected position(s) or title(s) shall remain in the unit and shall remain covered by all provisions of this agreement;
2. the University may, in compliance with Article 6 - Compensation, Section J. Other Increases of this Agreement, increase compensation for the affected position(s) or title(s), and;
3. the duties associated with the proposed reclassification may be assigned to the affected employee(s).

**ARTICLE 7 - CORRECTIVE ACTION, DISCIPLINE & DISMISSAL**
| **Types of Discipline** | The University may discipline an employee by written warning, suspension without pay, disciplinary demotion, salary decrease, or dismissal. A disciplinary salary decrease shall be limited to a maximum of 10% of an employee's salary and to a maximum length of thirty (30) calendar days.  
At least one written warning shall precede any other corrective action. |
|------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| **Investigatory Leave** | The University may place an employee on paid investigatory leave without prior notice in order to review or investigate allegations of employee misconduct which warrant relieving the employee immediately from all work duties and removing the employee from the premises.  
The investigatory leave must be confirmed in writing to the employee and UPTE normally not later than three (3) working days after the leave is effective. The confirmation must include the reasons for and the expected duration of the leave.  
On conclusion of the investigation, the employee and UPTE shall be informed in writing of the disciplinary action, if any, to be taken. If a disciplinary suspension is imposed, up to fifteen (15) work days of the investigatory leave may be converted to an unpaid disciplinary suspension provided the notice and employee responses provision of this Article have been followed before the final decision is made. |
| **Notice** | Written notice of intent to suspend for more than five days, reduce an employee’s salary for more than thirty (30) working days, demote, or dismiss shall be given to the employee, either by hand delivery or by first class mail. (Proof of Service Required).  
The date mailed/hand delivered constitutes the "date of issuance" of the notice of intent (Copy to UPTE).  
The notice shall:  
a. Inform the employee of the action intended, the reason for the disciplinary action and the effective date of the action;  
b. Include a copy of the charge and material upon which the charge is based; and  
c. Inform the employee of the right to respond and to whom to respond within the time limit in Section F., below, either orally or in writing in accordance with Section E. |
| **Employee Response** | Employee response to the notice of intent must be received within 10 calendar days from date of issuance (Respond orally or in writing). |
### University Response

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

### ARTICLE 10 - GRIEVANCE PROCEDURE

#### Grievance Procedure - Informal Review (With employee's immediate supervisor)

Before commencing the formal grievance procedure, an individual employee, or group of employees, with or without their representative, may first attempt to resolve informally the grievance with the immediate supervisor.

#### Grievance Procedure - Formal Review

**STEP 1** (Supervisor to issue Response)

All grievances (individual, group, or union) must be filed either by U.S. mail or hand delivery, and received by the Labor Relations Office at the campus/hospital/laboratory which employs the grievant(s) within thirty (30) calendar days after the date on which the employee or UPTE knew or could be expected to know of the event or action giving rise to the grievance. Informal attempts of settlement to resolve shall not extend time limits including the initial thirty (30) day filing limit.

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

The University's written response will be issued to the grievant and the representative, if any, within fifteen (15) calendar days after the formal grievance is filed. If the response is not issued within this time limit, or if the grievance is not resolved at Step 1, the grievance may proceed to Step 2.
| Step 2 (Labor Relations to Issue Response) | If the grievance is not resolved at Step 1, the grievant or the Union may proceed to Step 2 by filing a written appeal with the Labor Relations Office within fifteen (15) calendar days of the date the written response is issued or, if not issued, is due.

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

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

If a grievance that alleges a violation of Article 6 – Corrective Action, Discipline and Discharge only is not satisfactorily resolved at Step 2, UPTE may appeal directly to arbitration in accordance with Article 3 – Arbitration Procedure.

A written decision shall be issued within fifteen (15) calendar days following the Step 2 meeting, or receipt of the Step 2 appeal if it is agreed that no meeting will be held. |
| --- | --- |
| Step 3 (Office of the President to Respond) | The Step 3 appeal shall identify all unresolved issues, alleged violations and remedies, and shall be signed and dated by the grievant or their representative. The subject of the grievance as stated at Step 2 shall constitute the sole and entire subject matter of the appeal to Step 3.

The Office of the President Office of Labor Relations official shall issue the University's written answer to a Step 3 appeal within thirty (30) calendar days of the receipt of the appeal. The answer will be issued to the grievant when self-represented, or to the employee’s representative. |

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**ARTICLE 16 - LAYOFFS & REDUCTION TIME**

<table>
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<tr>
<th>Determination</th>
<th>The University shall determine when temporary or indefinite layoffs or reductions in time are necessary. This determination is non-grievable and non-arbitrable.</th>
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</table>
| Definition | A temporary layoff is one for which the University specifies an affected employee’s date for return to work of not more than one hundred-twenty (120) calendar days from the effective date of the layoff.

An indefinite layoff is one for which the affected employee receives no date for return to work, or no date of restoration to his/her former appointment rate. |
| **Temporary Lay Off** | When the University identifies particular employees to be affected by a temporary layoff, it shall give the individual employee written notice of the expected beginning and ending dates of the temporary layoff as follows:

a. The University shall give fifteen (15) calendar days’ notice to the affected employee(s) and the Union.

b. For conversion from temporary layoff to indefinite layoff, the University shall give thirty (30) calendar days’ notice.

c. If less than fifteen (15) calendar days’ notice is granted, the affected employee(s) may receive straight time pay in lieu of notice.

Pay in lieu of notice is provided for reductions in appointment rate only for the difference between the two rates. If the ending date of the temporary layoff is changed, the University shall give the affected employee notice. The employee shall return to work on the date provided in the notice. |
| **Conversion Of Temporary To Indefinite Layoff** | For conversion from temporary layoff to indefinite layoff, the University shall give thirty (30) calendar notice. If less than thirty (30) calendar day notice is given, the employee will receive fifteen (15) calendar days pay in lieu of notice. |
| **Indefinite Layoff** | When the University identifies particular employees to be affected by an indefinite layoff, it shall give individual written notice of the effective date of the layoff to each affected employee and the Union.

Advance notice will be provided as follows: 1) For indefinite layoff, the University shall give sixty (60) calendar days notice. The University may pay up to thirty (30) days of the sixty (60) day notice period in lieu of notice. In no event shall an employee receive less than thirty (30) days notice of indefinite layoff. For conversion from temporary layoff to indefinite layoff, the University shall give thirty (30) calendar days notice if feasible.

An employee shall receive at the time of layoff, information on how to activate preference and recall rights according to local campus/hospital/Laboratory procedures. Eligible employees must indicate an interest in and eligibility for the specific preference and/or recall rights. If the employee requests information about preference, recall and active vacant openings, the University will provide the information about how to access related job opening information. The University will, upon the employee's employment application, confirm the eligibility for preference or recall and will assess the employee's qualifications. |
The University shall give the employee a written notice of intent to medically separate. Delivered in person, or first class mail. Proof of service shall accompany the notice of intent. The notice shall:

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

A copy of the notice of intent shall be provided to UPTE. The University shall place a copy of the notice in the U.S. mail to UPTE the same day (or the next business day) it provides the notice to the employee.

After review of the employee’s timely response, if any, the University shall notify the employee of any action to be taken. An effective date of separation shall follow the employee’s timely response or, if no response is provided, shall be at least ten (15) calendar days from the date of issuance of the notice of intention to separate.

**ARTICLE 22 - OUT-OF-CLASS PAY/TEMPORARY ASSIGNMENT**

**Temporary Reassignment**
An employee who is temporarily assigned by the University to perform all of the functions of a position in a higher classification for 20 consecutive working days or more shall be paid as follows:

Either one step over the regular salary, or the minimum of the higher position’s range or at least 4%, whichever is higher.

When the University temporarily assigns an employee some but not all of the duties of a position in a higher classification, the University may pay all or part of the payments indicated above.

**ARTICLE 27 - PARKING**

**Local Parking Meetings**
Local Labor/Management Meetings shall be scheduled by mutual agreement to address parking issues and alternative transportation. Up to three (3) members shall be released pursuant to Article 15 - Labor/Management Meetings in without-loss-of-straight-time status. In addition, one (1) UPTE representative for northern California shall be designated as the systemwide parking advisers to local parking discussions and will be released in without-loss-of-straight-time status to attend two (2) local meetings per year per location with reasonable travel time.

**Parking Rates**
Parking and transportation rates shall be set forth in Appendix E - Parking Rates.
## ARTICLE 29 - PERFORMANCE EVALUATION

### Evaluation

The performance of each employee shall be evaluated at least annually, in accordance with a process established by the University. Nothing in this Article shall prohibit the written evaluation of any employee more frequently than once annually.

The performance of non-probationary career employees shall be evaluated in writing at least annually on a schedule and in a manner in accordance with the campus/hospital/Laboratory determined performance evaluation procedure(s). At the time of evaluation, the employee shall be given a copy of the evaluation and shall have the opportunity to provide written comments regarding the evaluation or add relevant materials which may supplement or enhance the evaluation. The comments or additional relevant materials, if any, shall be attached to the employee’s evaluation and placed in the employee's personnel file.

In the event a non-probationary career employee does not receive the written evaluation, the employee’s performance for the year period shall be deemed to have been satisfactory for the purposes of salary increase.

The annual period within which written performance evaluations of non-probationary career employees are to be provided shall be determined by the University on a campus by campus basis.

### Disputes

A non-probationary career employee who receives a written performance evaluation with an overall rating of less than satisfactory may file a grievance pursuant to the provisions of Article 10, Grievance Procedure of this Agreement. Such grievance concerning the content of a performance evaluation rating the employee as less than satisfactory shall be eligible to be processed through Steps 1 and 2 of the Grievance Procedure but shall not be eligible for review at Step 3 of the Grievance Procedure. The remedy for such a grievance shall be limited to revision of the section(s) being grieved and revision of the rating(s) in question.

## ARTICLE 30 - PERSONNEL FILES
Copies of letters of disciplinary action, along with copies of proofs of service that accompany the letters, upon being provided to an employee, shall be placed in the employee’s personnel file(s). The employee’s written comments, if any, regarding such letters shall be placed in her/his personnel file(s). Such comments shall not require the University to change or alter the letters or the actions indicated by the letters.

Letters of disciplinary action shall, upon written request of the employee, be removed from the employee’s personnel file(s) if there have been no other disciplinary actions of the same or of a similar kind for a period not to exceed two (2) years. Materials which would be removed upon an employee’s request which are more than two (2) years old will not be used or relied upon to take or support disciplinary action. The employee shall receive the written request and the document(s) back.

Upon the employee’s written request, counseling memoranda and/or written records of discussions will be removed from the employee’s personnel file if there have been no other such memoranda relating to, or disciplinary action on, the same or similar issue(s) for a two-year period not to exceed two (2) years. Counseling memoranda and/or written records of discussion, in and of themselves, are not discipline nor are they grievable/arbitrable.

Items placed in an employee’s personnel file shall contain the date of the document’s creation and its source.

**ARTICLE 32 - PROBATIONARY PERIOD**

Employees appointed to career positions shall serve a probationary period of six (6) months of continuous service at one-half (1/2) time or more without a break in service, commencing on the first day of actual work. Time on leave, with or without pay, is not qualifying service for the completion of the probationary period.

During a full probationary period, the employees' work performance and general suitability for University employment shall be evaluated in writing, at or near the midpoint.

Employees who are rehired following a break in service of one (1) year or less shall not be required to serve a new probationary period, provided: a. rehire occurs in the same class and specialty within the same department, and the rehired employee had regular status in that class at the time of termination.

Otherwise rehired employees serve a probationary period. This Section does not apply to employees rehired pursuant to Article 16 – Layoff and Reduction in Time sections on preference and recall.
<table>
<thead>
<tr>
<th>Transfer From Non-Career to Career Positions</th>
<th>A non-career employee appointed, transferred or promoted to a career appointment within the unit may, at the sole discretion of the University, be required to serve a six (6) month probationary period upon employment in the career position. However, a non-career employee in a limited appointment who has met the criteria in Article 31 - Positions/Appointments Section B.2 for conversion to career status and who has worked in the same limited appointment in which s/he is directly converted will have such time in that appointment applied against the probationary period for the new career appointment. For the purposes of this provision, &quot;same appointment&quot; means an appointment in the same department/unit and with the same duties as the appointment to which the individual was assigned prior to conversion, and which reports to the same supervisor as did the previous limited appointment. A non-career employee in a limited appointment who has at least six (6) months of continuous service at 50% time or more in a non-career appointment and who is appointed or is converted in accordance with Article 31 – Positions/Appointments, Section B.2. to a career position with substantially similar job duties shall have three (3) months service credit toward completion of her/his probationary period in the new career position.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Extension, Release, &amp; Disputes</td>
<td>The University may choose to extend an employee’s probationary period. Such an extension shall be for a specific period of time not to exceed three (3) months. At least seven (7) calendar days prior to the effective date of the probationary period extension, the University shall provide the employee with written notification of the extension of the probationary period, including the period's end date and the reason(s) for the extension. Prior to the completion of the probationary period, an employee may be released at the sole discretion of the University. The employee shall be informed of the general reason(s) for her/his release.</td>
</tr>
</tbody>
</table>
| **Resignation** | Employees who voluntarily separate from employment with the University, other than retirement, are considered to have resigned their employment with the University.

Upon the employee's submission of a written notice of resignation there shall be no withdrawal or rescinding of the resignation except by the written mutual agreement of the University and the employee.

In the event an employee provides an oral notice of resignation, s/he may rescind such notice within two (2) scheduled work days following the oral notice. If such oral notice is not rescinded within the two (2) work-day limit, there shall be no withdrawal or rescission of her/his resignation |
| **Final Paycheck** | With the exception of retirement, the final paycheck (including earnings to date, overtime, compensatory time and vacation hours) shall be paid to the employee in a timely manner normally within 72 hours and in conformance with appropriate sections of the Labor Code. If the employee gave 72 hours or more notice, the final paycheck will be provided on the last day of work.

When an employee does not give seventy-two (72) hours notice of intention to resign, the University shall make the final paycheck available within seventy-two (72) hours. |
| Job Abandonment | Failure to report to work as scheduled for five (5) consecutive work days may be treated by the University as an employee's job abandonment resulting in her/his resignation:

1. In the case of job abandonment, the University shall provide the employee and the Union with written notification of its intent to separate her/him. This notification shall include the reasons for the separation, the employee's right to respond to the University within fourteen (14) calendar days, and a Proof of Service. The notification shall be sent to the employee's last known mailing address.

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

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

The University shall notify the employee in writing at the employee’s last known mailing address of all actions taken under the provisions of this Article. |

| Other Increases | In the contract - See Appendix A - Wages |

**ARTICLE 45 - WAGES**