

Bargaining Unit	American Federation of County & Municipal Employees (AFSCME)
Employee Relations Unit	EX – Patient Care Technical
Contract Term	November 13, 2008 - September 30, 2012
Link to Bargaining Agreement	http://atyourservice.ucop.edu/employees/policies_employee_labor_relations/collective_bargaining_units/patientcaretechnical_pct/agrreement.html
Demographics	Patient Support Services
Represented Title Codes	8993 ASSISTANT, MEDICAL, I; 8994 ASSISTANT, MEDICAL, II; 8917 NURESE, VOCATIONAL
ARTICLE - 2 AGREEMENT	
Reclassification from Unit to Non-Unit Position – Section E	In the event the University determines that a position should be reclassified or designated for exclusion with the result that the position would be removed from the unit, it shall notify the Union in writing. If the Union believes that the reclassification or designation violates this Agreement, it shall notify the University within 30 calendar days of receipt of the University's notice that it wishes to challenge the matter through expedited arbitration. Subsequent to the Union's notice but prior to selection of an arbitrator, the University shall arrange a meeting to include the employee whose job is in question, a Union representative, and a University representative to review the contents of the employee's job.
ARTICLE 7 - CORRECTIVE ACTION, DISCIPLINE & DISMISSAL	
Types of Discipline	The University may discipline an employee by oral reprimand, written warning, suspension without pay for up to five (5) working days without prior notice, suspension without pay beyond five (5) working days with notice, disciplinary demotion, or salary decrease.
Investigatory Leave	The University may place an employee on investigatory leave without prior notice in order to review or investigate allegations of conduct. If upon conclusion of the investigation neither suspension without pay nor dismissal is determined to be appropriate, the employee shall be paid for the leave. If suspension without pay or dismissal is determined to be appropriate, up to fifteen (15) work days of the investigatory leave period may be without pay, provided the notice provisions and the employee response provisions in Sections D and E have been followed.

<p>Notice</p>	<p>Written notice of intent to suspend for more than five (5) working days, demote, or dismiss shall be given to the employee by hand delivery or first class mail. (Proof of Service Required)</p> <p>The date on which the notice of intent was personally delivered or mailed shall constitute the "date of issuance" of the notice of intent.</p> <p>The notice of intent shall:</p> <p>a. Inform the employee of the disciplinary action which the University intends to take, the reason for the disciplinary action, and the effective date of the disciplinary action; b. Inform the employee that he or she has a right to respond either orally or in writing, to whom to respond, and that the response must be received within ten (10) calendar days of the date of the issuance of the notice of intent in accordance with section E. below; c. Include a copy of the charge and material upon which the charge is based. A copy of the notice of intent shall be sent to AFSCME.</p>
<p>Employee Response</p>	<p>Employee response to the notice of intent must be received within 10 calendar days from date of issuance (Respond orally or in writing).</p>
<p>ARTICLE 9 - GRIEVANCE PROCEDURE</p>	
<p>Grievance Procedure - Formal Review STEP 1 (Supervisor to issue Response)</p>	<p>The immediate supervisor shall review the grievance and, at his/her discretion, meet with the grievant and/or the grievant's representative, if any, to discuss the grievance. Within fifteen (15) calendar days after receipt of the grievance a written response will be issued to the employee and the employee's representative. If the University's written response is not issued within these time limits or if the grievance is not resolved at Step 1 of the Grievance Procedure, the grievance may be appealed to Step 2. Time limits for appealing a UC written answer, or the absence of a written response, are provided in § C above.</p>
<p>Step 2 (Designated Campus Official)</p>	<p>Union may appeal to Step 2 by sending a written appeal to the designated campus official within 15 calendar days of the date the written response is issued.</p> <p>University local official shall convene a meeting to attempt to resolve the grievance. The meeting shall be convened no later than 15 calendar days following receipt of the appeal to Step 2. The parties shall discuss information and contentions relative to the grievance.</p> <p>A written decision shall be issued within 15 calendar days following the Step 2 meeting, or receipt of the Step 2 appeal if it is agreed that no meeting will be held. A copy of the decision shall be provided to the grievant and his or her representative, if any, and Proof of Service shall accompany the written decision.</p>

<p>Step 3 (Office of the President to Respond)</p>	<p>To consider a grievance at Step 3, written notice of appeal of the Step 2 University answer shall be served (pursuant to Section M, of this Article) upon the Senior Director of Employee Relations of the University by the AFSCME Higher Education Division (Local 3299) Executive Director or his/her designee. Such notice must be received by the Senior Director of Employee Relations of the University within fifteen (15) calendar days of the date the Step 2 answer was given or due. Such notice shall identify the grievance being appealed and be signed and dated by the AFSCME Higher Education Division (Local 3299) Executive Director or his/her designee.</p> <p>The University's written answer to a grievance appealed to Step 3 shall be issued by the Senior Director of Employee Relations of the University or his/her designee within thirty (30) calendar days of the receipt of the appeal to Step 3. Proof of Service shall accompany the written decision. The written answer shall be served upon the employee's designated representative and a copy shall also be provided to the AFSCME Higher Education Division (Local 3299) Executive Director.</p>
<p>ARTICLE 13 - LAYOFFS & REDUCTION TIME</p>	
<p>Determination</p>	<p>The University, at its sole non-grievable discretion, shall determine when temporary or indefinite layoffs or reductions in time are necessary.</p>
<p>Definition</p>	<p>A temporary layoff is a layoff in which the University specifies a date for recall to work of not more than four months.</p> <p>An indefinite layoff is a layoff for which no date for recall to work is specified.</p>

<p>Notice</p>	<p>When the University selects particular members of the unit for layoff, it shall give individual notice to each employee of the effective date of the layoff and whether the layoff is temporary or indefinite. Advance notice will be provided as follows:</p> <p>For temporary layoff expected to last 120 calendar days or less, the University shall give, if feasible, 15 calendar days notice of the expected beginning and ending dates of the layoff.</p> <p>For indefinite layoff, the University shall give 30 calendar days notice, if feasible. If less than 30 calendar days notice is given, the employee shall receive straight time pay in lieu of notice for each additional day the employee would have been on pay status to a maximum of 30 calendar days</p> <p>For conversion from temporary layoff to indefinite layoff, the University shall give 30 calendar days notice, if feasible.</p> <p>Concurrent notice to AFSCME</p>
<p>ARTICLE 16 - MEDICAL SEPARATION</p>	
	<p>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.</p> <p>Employee has the right to respond within ten (10) calendar days from the date of issuance of such notice of intent.</p> <p>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 be at least ten (10) calendar days from the date of issuance of notice of intention to separate (pursuant to section B.1 above) or timely receipt of the employee's response, if any, whichever is later. The effective date of separation and the employee's rights to appeal shall be included in such letter.</p>
<p>ARTICLE 23 - OUT-OF-CLASSIFICATION ASSIGNMENT</p>	

<p>Temporary Reassignment to Positions with a Higher Salary Range Maximum</p>	<p>When the University temporarily assigns an employee to perform fully the functions of a position in a higher classification for at least 15 working days or more:</p> <p>The employee shall be reclassified to the higher level position or be provided an administrative stipend.</p> <p>The employee will be paid at least 4% over his or her current pay rate or the minimum of the higher position’s range, whichever is higher. If the employee is temporarily reclassified to a higher position, the salary of the new position shall not exceed the maximum salary of the higher level position.</p> <p>Such pay will become effective on the sixteenth day of the assignment retroactive to the first day of the assignment.</p> <p>The University shall determine the duration and end date of such assignment.</p> <p>Such temporary assignment and resulting pay increase, if any, shall not result in the permanent reclassification of the employee</p>
<p>ARTICLE 23 - PARKING</p>	
<p>Parking Rates</p>	<p>For Fiscal Years 2008-2009, 2009-2010, 2010-2011, 2011-2012, & 2012-2013 the University shall limit the parking rate increase for each contract year by the amounts or percentages indicated in Appendix E, using the prior year as the benchmark for determining the rates for the following year.</p>
<p>ARTICLE 26 - PERFORMANCE EVALUATION</p>	
<p>Evaluation of Probationary Employees</p>	<p>A probationary employee hired on or after the effective date of this Agreement shall be evaluated in writing at least once during a full probationary period. Nothing in this article shall in any way affect, interfere with, or prevent the release of a probationary employee at any time during a probationary period nor shall any provision of this Article affect, interfere with or prevent the extension of an employee’s probationary period. The provisions of this Article shall in no way affect or alter the provisions of Article 30 – Probationary Period of this Agreement.</p>

<p>Evaluation of Non-probationary Career Employees</p>	<p>Non-probationary career employees shall be evaluated in writing at least annually on a schedule and in a manner in accordance with the individual campus-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. The comments, if any, shall be attached to the employee's evaluation and placed in the employee's personnel file.</p> <p>In the event a non-probationary career employee does not receive the written evaluation, he/she may take the following action:</p> <p>Within 15 calendar days of the date the written evaluation was due but not received, the employee shall make a written request for the evaluation to his/her immediate supervisor. The employee shall provide a copy of such request to the Department Head and to the campus Labor Relations Manager.</p>
<p>ARTICLE 28 - PERSONNEL FILES</p>	
<p>General Provisions</p>	<p>An employee shall, upon written request to the University, have the opportunity to review his/her personnel file(s) within a reasonable time in the presence of a representative of the University.</p> <p>Copies of letters of warning and/or disciplinary action shall, upon being placed in the employee's personnel file(s), be provided to the employee. Proof of Service (pursuant to M. of Article 9 - Grievance Procedure) shall accompany the copies. Letters of warning and/or disciplinary action which did not involve criminal violations will, upon written request of the employee, be removed from the employee's personnel file(s) if there have been no other warnings or disciplinary actions of the same or of a similar kind for a two (2) year period. If there have been no other warnings or disciplinary actions of the same or similar kind for a two (2) year period, 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</p> <p>Employees may choose to make written comments on materials in their personnel file(s). These comments must be directly related to a specific file document(s) and will be added to the file(s) pursuant to existing campus practices. Such comments shall not require the University to change or alter the document(s) or the actions indicated by the document(s).</p>
<p>ARTICLE 30 - PROBATIONARY PERIOD</p>	

<p>Career Appointments</p>	<p>Employees 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. Time on leave with or without pay is not qualifying service for the completion of the probationary period. Employees who are rehired following a break in service shall serve a new probationary period whether or not they previously completed a probationary period. Probationary employees and other non-career employees may be released without cause at the sole discretion of the University.</p> <p>A career employee who returns from layoff to a different career position within the unit or to a different department from which they were laid off shall serve, at the sole discretion of the University, a probationary period commencing with placement in the career position. The University shall make a determination as to whether the employee shall serve a probationary period and shall so notify the employee in writing prior to or concurrent with the employee's placement in the career position.</p> <p>At the sole discretion of the University, an employee's probationary period may be extended. Such an extension shall be for a specific period of time not to exceed three (3) months. At least seven (7) calendar days prior to the effective date of the extension, the employee shall be informed in writing of the reason(s) for and the period of the extension.</p> <p>Disputes arising from this Article shall not be subject to Article 9 – Grievance Procedure or Article 3 - Arbitration Procedure of this Agreement.</p>
<p>Limited Appointment to Career Appointment</p>	<p>A converted employee who has worked in the “same job” prior to conversion will have such time in that position applied against their probationary period. For the purposes of this provision, "same job" means a job in the same department/unit and with the same duties as the job to which the individual was assigned prior to conversion, and which reports to the same supervisor as did the per diem or limited appointment job.</p> <p>A converted employee who has worked in a “substantially similar job” prior to conversion or accepting the career appointment shall receive three (3) months service credit toward completion of her/his probationary period in the new career position.</p>
<p align="center">ARTICLE 32 - RESIGNATION/JOB ABANDONMENT</p>	

<p>Resignation</p>	<p>Employees who voluntarily separate from employment are, by definition, considered to have resigned their employment with the University. An employee who retires or otherwise voluntarily separates from a position with the University shall be required to submit a letter of resignation as notice of termination at least 15 calendar days prior to the effective date of such resignation/termination.</p> <p>1. The final paycheck (including earnings to date, overtime, compensatory time and vacation hours) shall be paid to the employee (in the form of a check) at the employee's site of employment on the day of separation when:</p> <ul style="list-style-type: none"> a. An employee is discharged; b. An employee has a predetermined ending date; or c. An employee has given at least 72 hours notice of intention to quit <p>Upon submission of a notice of resignation/termination there shall be no withdrawal or stopping or estopping of the resignation/termination except by the written mutual agreement of the University and AFSCME.</p>
<p>Job Abandonment</p>	<p>Failure to report to work as scheduled for five (5) consecutive workdays may be treated by the University as an employee's job abandonment resulting in her/his resignation:</p> <p>The University shall provide the employee with written notification of its intent to separate her/him. This notification shall include the reasons for the separation, the employee's right to respond to the University within fourteen (14) calendar days, and a Proof of Service.</p>
<p>ARTICLE 45 - WAGES</p>	
<p>Salary Range Adjustments - January 2011</p>	<p>The University shall provide a minimum 3% range increase. The increases resulting from the range adjustment will take effect on the first day of the individual's bi-weekly, semi-monthly, or monthly pay period nearest and following January 1, 2011. See Appendix A-__.</p> <p>Employees within the salary range who are not eligible for the full amount of the within range increase, or who are situated above the range, shall be compensated so that the employee's individual salary rate is raised to the maximum of the range, if applicable, and then paid a one time, annualized, non-base building, retirement eligible, lump sum on the remaining percentage not provided within range.</p> <p>Across the board increases outlined above are subject to negotiations in the event the parties engage in the re-openers identified in Articles 4a and 4b - University Health and Welfare Benefits and University Retirement and Savings Plans as well as Article 8 - Duration.</p>

<p>Market Equity Pool</p>	<p>Additionally, the University shall provide a minimum of 1% to be made available for market equity increases. The allocation of equity increases shall be at the University's sole discretion.</p> <p>If the University fails to provide a minimum 1% (on an annualized basis) market equity distribution, the University shall use the remaining funds to increase the range adjustment in the following contract year.</p>
<p>Step Increase</p>	<p>Employees who are within range will receive a one step increase. The increases resulting from the step increase will take effect on the first day of the individual's bi-weekly, semi-monthly, or monthly pay period nearest and following July 1, 2011.</p> <p>Order of Increases If more than one salary adjustment takes place on the same date, actions occur in the following order:</p> <p>a. salary range adjustment; b. individual salary increase/step increase; c. equity adjustments; d. salary action resulting from promotion, reclassification, transfer, or demotion. In the event an individual's salary remains below the new range minimum after the implementation of all base building increases, his or her salary will be increased to the new range minimum.</p>
<p>Other Increases</p>	<p>The University may increase, individual salary rates, or salary ranges for selected classes at selected locations. The University may also increase, for selected classes at selected locations, during the term of the agreement, shift differentials, on-call rates and/or extend the coverage of such rates. Likewise, nothing shall preclude the University from providing equity adjustments.</p> <p>At least thirty (30) calendar days prior to implementing the increases referenced in Section B.1, above, the University shall inform AFSCME.</p>