

Bargaining Unit	American Federation of County & Municipal Employees (AFSCME)
Employee Relations Unit	SX – Service
Contract Term	February 12, 2009 - January 31, 2013
Link to Bargaining Agreement	http://atyourservice.ucop.edu/employees/policies_employee_labor_relations/collective_bargaining_units/service_sx/agreement.html
Demographics	Non-supervisory service workers who provide vital custodial, transportation and related basic support services
Represented Title Codes	
ARTICLE - 2 AGREEMENT	
Reclassification from Unit to Non-Unit Position – Section D	<p>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.</p> <p>If AFSCME determines to challenge the University’s proposed action, it shall notify the University in writing within thirty (30) calendar days from the date of the University’s notice.</p> <p>If AFSCME does not contest the action within the thirty (30) calendar day period, the action shall be deemed agreeable to the parties.</p> <p>When AFSCME provides timely notice of its challenge, the parties will meet and discuss AFSCME’s concerns. Any unresolved disputes that remain following these discussions may be submitted to PERB for resolution.</p> <p>Until the bargaining unit assignment is either agreed to by the parties or finally resolved through the PERB unit modification procedures:</p> <p>a) the affected position(s) or title(s) shall remain in the unit; b) the University may, in compliance with Article 42, Wages, Section B, Other Increases, of this Agreement, increase compensation for the affected position(s) or title(s), and</p> <p>c) the duties associated with the proposed reclassification may be assigned to the affected employee(s)</p>
ARTICLE 7 - 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.
Notice	<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>
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).
ARTICLE 9 - GRIEVANCE PROCEDURE	
Informal Review	Before commencing the formal grievance procedure, an individual employee, or group of employees, with or without their representative, may first attempt to resolve the alleged grievance informally. When an employee or representative requests such a meeting, an Informal Review meeting shall be held with the immediate supervisor within 15 calendar days of the request. Informal resolution of grievances at the lowest possible level is an objective shared by the University and AFSCME. Informal attempts of settlement to resolve the grievance shall not extend time limits including the initial 30-day filing deadline.

<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.</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>If a grievance which alleges that a dismissal was not for just cause (even when coupled with other allegations), or which alleges a violation of only Article 8, is not satisfactorily resolved at the Step 2 meeting, AFSCME may appeal directly to arbitration in accordance with Article 3 - Arbitration Procedure</p>
<p>Step 3 (Director Of Labor Relations)</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>

Step 3 - Continued	Settlements of grievances processed beyond Step 2 of the Grievance Procedure must be signed by the Director of Labor Relations of the University and the AFSCME Higher Education Division (Local 3299) Director or their designee(s).
ARTICLE 13 - LAYOFFS & REDUCTION TIME	
Determination	The University, at its sole non-grievable discretion, shall determine when temporary or indefinite layoffs or reductions in time are necessary.
Definition	<p>A temporary layoff is a layoff in which the University specifies an affected employee's date for return to work of not more than one-hundred twenty (120) calendar days.</p> <p>An indefinite layoff is a layoff for which the affected employee receives no date for return to work, or no date of restoration to her/his former appointment rate.</p>
Notice	<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>
ARTICLE 16 - MEDICAL SEPARATION	

	<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 F, using the prior year as the benchmark for determining the rates for the following year.</p>

<p>Local Parking Meetings</p>	<p>Local Labor/Management Meetings shall be scheduled by mutual agreement to address parking issues and alternative transportation. Up to three members shall be released in without loss of straight time status. In addition, one AFSCME representative for northern California and one for southern California shall be designated as the systemwide parking advisors to local parking discussions and will be released in without loss of straight time status to attend two local meetings per year per location with reasonable travel time.</p> <p>AFSCME will be provided parking information from each location at the same time the information is shared with other staff parking committees that may exist at that location.</p> <p>It is understood and agreed that parking permits for AFSCME employees may be issued to employees in accordance with the limitations resulting from the fees paid.</p>
<p>ARTICLE 26 - PERFORMANCE EVALUATION</p>	
<p>Evaluation of Probationary Employees</p>	<p>A probationary employee shall be evaluated in writing at least once near the midpoint of 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 9 - 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. If the employee does not receive a written evaluation within 15 calendar days of the request and it has been at least a year since the last written evaluation was provided and the employee has had no corrective/disciplinary actions taken against him/her during the period since the last evaluation, the employee's performance for the year period shall be deemed to have been satisfactory.</p> <p>The fact that the employee's performance has been deemed satisfactory shall not preclude the University from introducing evidence relative to any aspects of the employee's performance in grievance and/or arbitration procedures or other proceedings. For purposes of this Article only, the annual period within which written performance evaluations of non-probationary career employees are to be provided shall commence on the date the terms and provisions of this Article become effective.</p>
<p>ARTICLE 27 - PERSONNEL FILES</p>	
<p>Personnel Files</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. At the time of such request the supervisor, to the extent he/she is aware of the location(s) of such files, shall inform the employee of the location(s) of the file(s).</p> <p>An individual of the employee’s choice may accompany the employee as their representative when the employee is reviewing the employee’s personnel file. Release time shall be paid in accordance with Article 9 – Grievance Procedures.</p> <p>Alternatively, an employee may authorize a designated representative to review the employee’s personnel file on the employee’s behalf. Such written authorization shall be valid for a period of up to thirty (30) calendar days from the date of signature of the authorization.</p> <p>An employee shall be granted a reasonable amount of time in without-loss-of-straight-time pay status to review the employee’s personnel file(s) within the operational needs of the department.</p>

<p>Disciplinary Actions</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. Employees' written comments, if any, regarding such letters shall be placed in their personnel file(s). Proof of Service shall accompany the copies.</p> <p>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- year period. If there have been no other warnings or disciplinary actions of the same or similar kind for a two-year period, materials which would be removed upon an employee's request which are more than two years old will not be used or relied upon to take or support disciplinary action.</p> <p>Upon the employee's written request, counseling memoranda and/or written records of discussion will be removed from the employee's personnel file(s) 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.</p> <p>Counseling memoranda and/or written records of discussion, in and of themselves, are not discipline nor are they grievable/arbitrable.</p>
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ARTICLE 32 – Resignation and Job Abandonment

<p>Probation - Continued</p>	<p>A career employee who returns from layoff to a different career position within the unit or to a different department (division at the Laboratory) 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 months. At least seven 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>
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ARTICLE 32 - RESIGNATION/JOB ABANDONMENT

Resignation	<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> <ol style="list-style-type: none"> 1. 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 agreement of the University and the employee. 2. 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. Such rescission must be made to her/his supervisor, in writing. If oral notice of resignation is not rescinded within the two (2) work-day limit, there shall be no withdrawal or rescission of her/his resignation except by the written mutual agreement of the University and the employee. 3. The final paycheck shall be paid to the employee in a timely manner normally within seventy-two (72) hours.
Job Abandonment	<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>Separations for job abandonment may be grieved/arbitrated solely to determine if job abandonment as defined under this article has occurred and if the University satisfied its obligations in B.1 above.5. If the arbitrator determines that job abandonment has occurred and the University has complied with B.1 above, they shall have no authority to overturn or modify the University's action.</p>
ARTICLE 45 - WAGES	
Contract Year 3	<p>Step Increases - Effective on 7/1/11, non-probationary career employees who are within range will receive one step increase up to the maximum step of the range.</p> <p>Additional Transition to Step Structure – Effective on 7/1/11, if an employee did not fully transition to the step structure based on a year for year calculation of UC experience within a title as outlined in section B.2.c, or through the step increase effective above, then the employee shall receive an additional step increase up to the maximum step of the range.</p>

Contract Year 4	<p>If the funding is allocated to the University as a general range adjustment pursuant to the State Budget Act as finally adopted and in accordance with Article 8 – Duration, §A.1.d., effective on 10/1/11 and in accordance with the general eligibility criteria listed in Section A.2 and A.3 above:1) The range of the new step structure will be increased by 3% resulting in an increase of approximately 3% to each within range employee.2) Employees who are at, near or above the maximum of the range will have their base pay increased to the maximum of the range and will then receive a one time, annualized, non-base building, pro-rated by appointment percentage, retirement eligible, lump sum on the remaining portion of the 3% increase that was not provided within range.</p> <p>3) Across the board increases outlined above are subject to negotiations in the event the parties engage in re-openers identified in Article 41 – University Health and Welfare Benefits as well as in Article 8 – Duration.</p> <p>Also, effective on 10/1/11 but not subject to the State Budget Act, the minimum of each of the ranges in the unit will be no less than \$13.50.Step Increase –</p> <p>Effective 7/1/12, but not subject to the State Budget Act, on-probationary career employees who are within range will receive one step increase up to the maximum step of the range.Additional Transition to Step Structure – Effective 7/1/12, but not subject to the State Budget Act, if an employee did not fully transition to the step structure based on a year for year calculation of UC experience within a title as outlined in section B.2.c , or through the step increase(s) effective above, then the employee shall receive an additional step increase on up to the maximum step of the range.</p>
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<p>Contract Year 5</p>	<p>If the funding is allocated to the University as a general range adjustment pursuant to the State Budget Act as finally adopted and in accordance with Article 8 – Duration, §A.1.d., effective on 10/1/12 and in accordance with the general eligibility criteria listed in Section A.2 and A.3 above: The range of the new step structure will be increased by 3% resulting in an increase of approximately 3% to each within range employee. Employees who are at, near or above the maximum of the range will have their base pay increased to the maximum of the range and will then receive a one time, annualized, non-base building, pro-rated by appointment percentage, retirement eligible, lump sum on the remaining portion of the 3% increase that was not provided within range. Across the board increases outlined above are subject to negotiations in the event the parties engage in re-openers identified in Article 4a – University Health and Welfare Benefits and defined in Article 8 – Duration.</p> <p>Also effective on 10/1/12 but not subject to the State Budget Act, the minimum of each of the ranges in the unit will be no less than \$14.00.</p> <p>Step Increase – Effective on 7/1/13, but not subject to the State Budget Act, non-probationary career employees who are within range will receive one step increase up to the maximum step of the range. Additional Transition to Step Structure – Effective on 7/1/13, but not subject to the State Budget Act, if an employee did not fully transition to the step structure based on a year for year calculation of UC experience within a title as outlined in section B.2.c above, or through the step increase(s) effective above, then the employee shall receive an additional step increase on up to the maximum step of the range.</p>
<p>Order of Increases - Contracts Year, 3, 4, 5.</p>	<p>If more than one salary adjustment takes place on the same date, actions occur in the following order:</p> <ul style="list-style-type: none"> a. salary range adjustments (i.e. across the board increases in step structure; value of each step increases); b. salary structure adjustments (i.e. change to new minimum of the range); c. equity adjustments; d. within range step increase; e. salary actions resulting from promotion, reclassification, transfer, or demotion. <p>After all of the above increases, if an employee remains below the minimum of the range then he/she will be raised to the new range minimum.</p>
<p>Other Increases</p>	<p>The University may increase, during the term of this agreement, individual salary rates, or salary ranges for selected classes at selected locations. The University may also increase, for selected classes at selected locations, during the term of 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 in addition to those provided in Section E, below. At least thirty (30) calendar days prior to implementing the increases referenced in Section D.1., above, the University shall inform AFSCME.</p>