

Bargaining Unit	University Professional & Technical Employees (UPTe)
Employee Relations Unit	HX – Residual Health Care Professionals
Contract Term	March 30, 2007 through June 30, 2011
Link to Bargaining Agreement	http://atyourservice.ucop.edu/employees/policies_employee_labor_relations/collective_bargaining_units/healthcare_hx/agreement.html
Demographics	Non-supervisory licensed health care practitioners
Represented Title Codes	9203 PHYSICIAN ASST; 9204 PHYSICIAN ASSISTANT, PER DIEM
ARTICLE - 1 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 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. The parties will meet to discuss UPTe's concerns. Any unresolved disputes that remain following these discussions may be submitted to PERB for resolution. The discussions shall not delay the exclusion.
ARTICLE 6 - CORRECTIVE ACTION, DISCIPLINE & DISMISSAL	
Types of Discipline	Written warning, suspension without pay, disciplinary demotion, salary decrease, or dismissal. At least one written warning shall precede any other corrective action.
Investigatory Leave	The University may place an employee on investigatory leave with pay 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. An investigatory leave with pay shall not be considered corrective action or discipline as defined in this Article.

Notice	<p>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).</p> <p>The date mailed/hand delivered constitutes the "date of issuance" of the notice of intent (Copy to UPTE).</p> <p>The notice shall:</p> <ul style="list-style-type: none"> 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 F.
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. 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 the issuance of a further notice of intent. When such action includes a suspension without pay for five (5) days or longer, a copy of the letter of discipline/suspension will be sent concurrently to UPTE.
ARTICLE 8 - 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.

<p>Grievance Procedure - Formal Review STEP 1 (Supervisor to issue Response)</p>	<p>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.</p> <p>Grievances received after the filing deadline will be processed solely for the purposes of determining whether the grievance was untimely.</p> <p>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.</p>
<p>Step 2 (Labor Relations to issue Response)</p>	<p>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.</p> <p>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.</p> <p>During the Step 2 process, the parties may agree in writing to amend the alleged violations stated in the original grievance.</p> <p>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.</p> <p>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.</p>
<p>Step 3 (Office of the President to Respond)</p>	<p>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.</p> <p>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.</p>

ARTICLE 13 - LAYOFFS & REDUCTION TIME

Determination	The University shall determine when temporary or indefinite layoffs or reductions in time are necessary. This determination is non-grievable and non-arbitrable.
Definition	<p>An emergency layoff is one for which the need occurs suddenly and may be caused by a decrease in workload, low census, or unforeseen occurrence that limits the availability of work. An individual employee may not be subject to emergency layoffs for more than fifteen (15) calendar days. An emergency layoff requires no advance notice.</p> <p>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.</p> <p>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.</p>
Temporary Lay Off	<p>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:</p> <ul style="list-style-type: none">a. The University shall give fifteen (15) calendar days' notice.b. For conversion from temporary layoff to indefinite layoff, the University shall give thirty (30) calendar days' notice, if feasible.c. If less than fifteen (15) calendar days' notice is granted, the affected employee(s) may receive straight time pay in lieu of notice. <p>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.</p> <p>The University shall notify the union concurrent with notification to affected HX employees that they are to be laid off, or that changes in the temporary layoff dates have occurred.</p>

<p>Indefinite Layoff</p>	<p>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.</p> <p>Advance notice will be provided as follows: 1) For indefinite layoff, the University shall give sixty (60) calendar days notice if feasible. 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.</p> <p>If an HX unit employee with less seniority is to be retained, the University shall notify the union in advance of the layoff date and in writing of the special knowledge, skills and abilities, which support the retention of the less senior HX employee.</p>
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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. The notice shall:</p> <ol style="list-style-type: none"> 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. <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 follow the employee's timely response or, if no response is provided, shall be at least ten (10) calendar days from the date of issuance of the notice of intention to separate, pursuant to Section C.</p>
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ARTICLE 22 - OUT-OF-CLASSIFICATION ASSIGNMENT

<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 fifteen (15) working days or more:</p> <p>a. The employee shall be reclassified to the higher level position or be provided an administrative stipend; b. The employee will be paid at least four percent (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; c. 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>Shift Charge Differential</p>	<p>When the University, at its sole discretion, assigns an employee temporary charge duties a charge differential of \$1.25 per hour shall be paid when an employee is assigned such duties for their entire shift. For the purpose of identifying charge duties, examples may include but are not limited to:</p> <ol style="list-style-type: none"> 1. Tracking staff attendance and time. 2. Overseeing daily review and spot-check of others’ work, verifying accuracy and completeness. 3. Preparing staff schedule to pre-established staffing levels, ensuring appropriate coverage. 4. Providing direction for personnel, prioritizing and facilitating workflow to ensure timely delivery of services. 5. Serving as a lead resource person to resolve problems as they occur in the work unit. It is understood that these types of duties are not exclusively charge shift duties and may be assigned in whole or in part to others without the requirement of the differential payment. <p>The University’s determination of the necessity to assign, or not to assign temporary shift change assignments is not subject to the Article 8, Grievance and Article 3, Arbitration provisions of this contract.</p>
<p>ARTICLE 23 - PARKING</p>	

<p>Meet & Discuss Parking and Transportation Rates</p>	<p>At least forty-five (45) calendar days prior to a campus/hospital's/laboratory's implementation of new or changed parking fees to be charged to employees of this unit, the University shall inform UPTe of its intent to establish or change parking charges.</p> <p>UPTe shall have fifteen (15) calendar days from receipt of the University's notice to request that the University meet with UPTe to discuss the changes.</p> <p>Upon receipt of a timely written request from UPTe, the campus/hospital/ laboratory shall schedule a meeting to discuss with UPTe the new or changed parking charges. Such meeting shall occur within fifteen (15) calendar days following UPTe's request to meet. Continuation of discussions beyond the implementation date specified in the notice to UPTe shall not preclude the University from implementing the new charges on the date specified in the notice to UPTe.</p>
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ARTICLE 25 - PERFORMANCE EVALUATION

<p>Evaluation</p>	<p>Performance evaluation is not in and of itself a disciplinary procedure.</p> <p>A HX employees who receive an overall "needs improvement" rating shall have been informed of any deficiencies, including information about how to correct such deficiencies prior to receiving such an overall evaluation.</p> <p>The performance of each non-probationary career employee shall be evaluated at least annually, in accordance with a process established by the University. In the event a non-probationary career employee does not receive the written evaluation, the employee 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 the employee's immediate supervisor. When an employee makes such a request, an evaluation shall be completed within 15 calendar days of the request, unless the parties mutually agree otherwise.</p> <p>In the event a non-probationary career employee does not receive a written evaluation and fails to request that an evaluation be completed within the required period of time, the employee's overall evaluation shall be "meets expectations."</p>
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ARTICLE 27 - PERSONNEL FILES

<p>General Provisions</p>	<p>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.</p> <p>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.</p> <p>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.</p> <p>Items placed in an employee's personnel file shall contain the date of the document's creation and its source.</p>
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ARTICLE 29 - PROBATIONARY PERIOD

<p>General Conditions</p>	<p>Employees in career appointments in the unit shall serve a probationary period during which time their work performance and general suitability for University employment will be evaluated. The probationary period is completed following six (6) months of continuous service at one-half 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.</p> <p>Employees who are rehired following a break in service of one year or less shall not be required to serve a new probationary period, provided:</p> <p>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.</p> <p>Otherwise, rehired employees serve a probationary period</p>
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<p>Credit for Time Served in Limited Appointments</p>	<p>An employee whose appointment is converted from a limited appointment to a career appointment under the provisions of Article 27 Section B.2., who has worked in the same appointment into which s/he is directly converted to career status, will have such time in that appointment applied against the probationary period. For the purposes of this provision, “same appointment” means an appointment in the same department/unit with the same duties as the appointment to which the individual was assigned prior to conversion and reports to the same supervisor as s/he did in a limited appointment.</p> <p>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 27 – 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.</p>
<p>Evaluation, Extension, & Release</p>	<p>The University shall conduct one written performance evaluation prior to the completion of a full probationary period.</p> <p>Under appropriate circumstances, e.g., change of supervision or transfer to a different job during the probationary period, the probationary period may be extended at the discretion of the department head. Such an extension shall be for a specific period of time, but not for more than three (3) months.</p> <p>Prior to the completion of the probationary period, an employee may be released at the sole discretion of the University and without recourse to the grievance and arbitration procedures of this Agreement.</p>
<p>ARTICLE 33 - RESIGNATION/JOB ABANDONMENT</p>	

Resignation	<p>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.</p> <p>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 except by the written mutual agreement of the University and the employee.</p> <p>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 seventy-two (72) hours. If the employee gave seventy-two (72) hours or more notice, the final paycheck will be provided on the last day of work.</p> <p>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.</p>
Job Abandonment	<p>Failure to report to work as scheduled for five (5) consecutive work days may be treated by the University as abandonment of, and resignation from, the employee's University position.</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. The notification shall be sent to the employee's last known mailing address</p> <p>The Employee has 14 days from the mailing of such notice to respond to the University. At the option of the Employee it maybe in writing or maybe with a designated University Official. The official must have the authority to effectively recommend reinstatement of the employee. Following the employee's timely response or failure to respond within fourteen (14) calendar days the University official shall issue a final decision.</p> <p>The University's final decision is not subject to the grievance and/or arbitration provisions of this agreement.</p>
ARTICLE 45 - WAGES	
Other Increases	In the contract - See Appendix A - Wages