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PREAMBLE

This Memorandum of Understanding, hereinafter referred to as the "Agreement," is entered into by and between the Regents of the University of California, a corporation, hereinafter referred to as the "University" or "Management," and the California Nurses Association, hereinafter referred to as the "Association."

ARTICLE 1
RECOGNITION

A. GENERAL CONDITIONS

1. The University hereby recognizes the Association as the sole and exclusive representative for the purpose of collective bargaining for all nurses in the classifications listed below, excluding those classifications and/or nurses designated as managerial, supervisory, or confidential as defined in the Higher Education Employer-Employee Relations Act and all UC student nurses whose employment is contingent upon their status as students.

2. The term "nurse", "employee", or "employees" as used in this Agreement shall refer to nurses mentioned above who are within the bargaining unit covered by this Agreement.

B. NEW CLASSIFICATIONS

1. When the University creates a new Registered Nurse classification and title, the University shall mail a notice to the Association of the bargaining unit assignment, if any, of such classification. The Association shall have thirty (30) calendar days after mailing of such notice to contest the University's assignment of the newly created classification/title to a bargaining unit, or to an employee grouping which has not been assigned to a bargaining unit. Nurses shall not be assigned to the newly established classification until the bargaining unit assignment is either agreed to or resolved by PERB.

    a. If the Association contests the bargaining unit assignment of the newly created classification/title within thirty (30) calendar day notice period, the University and the Association shall meet and confer in an effort to reach agreement on the bargaining unit assignment for the classification. If the parties are unable to reach agreement regarding the bargaining unit assignment of the title/classification, the dispute shall be submitted to PERB for resolution.

    b. If the Association does not contest the bargaining unit assignment of the newly created position within the thirty (30) calendar day notice period, the unit assignment of the new classification shall be deemed agreeable to the parties and nurses shall be assigned to the newly created classification

2. If the new classification is in the bargaining unit in accordance with the provisions of §B.1., above, the University and the Association shall meet and confer regarding the salary range and ancillary pay practices for that new classification.

C. RECLASSIFICATION FROM UNIT TO NON-UNIT POSITIONS

1. In the event the University believes that a Registered Nurse position should be reclassified or designated for exclusion with the result that the position would be removed from the unit, it shall notify the Association in writing.

2. If the Association disagrees with the University's proposed removal of positions from the bargaining unit, the dispute may be submitted to PERB by the University for resolution. If the Association does not contest the reclassification or designation for exclusion within the thirty (30) calendar day notification period, the unit assignment of the position shall be deemed agreeable to the parties. Nurses shall not be reclassified or excluded from the bargaining unit until agreement is reached by the Association and the University or resolved by PERB.

D. CLASSIFICATIONS COVERED BY THIS AGREEMENT

The classifications covered by this Agreement are listed below.

Title Code	Job Title
600.1	Occupational Health Nurse I
600.2	Occupational Health Nurse II
742.1	Nurse
9119	Per Diem Nurse
9121	Per Diem Senior Nurse Anesthetist
9122	Per Diem Nurse Anesthetist
9134	Administrative Nurse I
9137	Clinical Nurse IV
9138	Clinical Nurse III
9139	Clinical Nurse II
9140	Clinical Nurse I
9143	Senior Nurse Anesthetist
9144	Nurse Anesthetist
9146	Nurse Practitioner III
9147	Nurse Practitioner II
9148	Nurse Practitioner I
9160	Per Diem Nurse Practitioner
9118	Home Health Nurse I
9117	Home Health Nurse II
9116	Home Health Nurse III
9114	Per Diem Home Health Nurse

ARTICLE 2
BARGAINING UNIT CLASSIFICATIONS

A. CLASSIFICATION DESCRIPTIONS

A brief description of the titles and classifications in this unit is set forth below. It is understood by the parties that these descriptions are intended to be general and that specific descriptions and requirements for positions in these titles and classes are contained in the University's classification specifications:

1. **Clinical Nurse I (9140)**

   Under close supervision, incumbents apply the theoretical concepts of nursing to clinical practice by performing routine patient care assignments and established nursing procedures in controlled patient care situations. This entry level class requires possession of a valid California Registered Nurse license.

2. **Clinical Nurse II (9139)**

   Under general supervision, incumbents perform established nursing procedures using clinical knowledge to care for patients. This operational level class requires possession of a valid California Registered Nurse license and at least six (6) months of clinical experience.

3. **Clinical Nurse III (9138)**

   Under general supervision, incumbents are typically assigned complex cases which require the exercise of professional judgment to recognize non-routine patient care situations which have less predictable outcomes and develop and apply solutions. Incumbent may provide clinical supervision and evaluation for other health care personnel. This lead/senior level class requires possession of a valid California Registered Nurse license, graduation from an accredited nursing program and a Diploma or Associate degree with two (2) years of clinical experience; or a Baccalaureate degree in Nursing with one (1) year of clinical experience; or a Masters degree in Nursing with six (6) months of clinical experience; or an equivalent combination of education and relevant experience.

4. **Clinical Nurse IV (9137)**

Under general direction, incumbents assess health needs, plan and evaluate care for patients with complex health problems, and may recommend nursing standards. Incumbents utilize specialized knowledge and skills for patient care, supervision, evaluation, and teaching; and may act as resource persons within the organization and/or community. This specialist level class requires possession of a valid California Registered Nurse license, one (1) or more years of clinical experience with at least six (6) months in the area of specialization and a Masters degree or an equivalent combination of education and relevant experience.

5. **Nurse Practitioner I (9148)**

Under supervision, incumbents in accordance with standardized procedures, perform physical examinations and treat common episodic and chronic health care problems with an emphasis on health maintenance and disease prevention through education and counseling. This entry level class requires possession of a valid California Registered Nurse license and current certification as a Nurse Practitioner in accordance with applicable law. Other specific qualifications may also be required by individual user departments.

6. **Nurse Practitioner II (9147)**

Under direction, in accordance with standardized procedures, incumbents perform operational level duties with major emphasis on ongoing direct patient care delivery. Assignments at this level may include patients who present chronic and/or episodic health problems, responsibility for occasional community teaching programs, participation in program planning, and development of patient education information. This class requires possession of a valid California Registered Nurse license and current certification as a Nurse Practitioner in accordance with applicable law. A Masters degree or an equivalent combination of education and relevant experience, and/or other specific qualifications may also be required by individual user departments.

7. **Nurse Practitioner III (9146)**

Under general direction, in accordance with standardized procedures, incumbents can be assigned continuing responsibility for leading a group of Nurse Practitioners or are designated expert resource persons on the basis of their advanced academic specialization and/or clinical experience. This specialist or "expert" level class requires possession of a valid California Registered Nurse license and current certification as a Nurse Practitioner in accordance with applicable law. A Masters degree or an equivalent combination of education and relevant experience and/or other specific qualifications may also be required by individual user departments.

8. **Administrative Nurse I (9134)**

Under supervision, incumbents utilize theoretical management concepts and leadership skills in defined areas of assigned administrative responsibility. This entry level into the administrative series requires possession of a valid California Registered Nurse license and a Diploma or Associate degree with two (2) years clinical experience; or a Baccalaureate degree with one (1) year of clinical experience; or a Masters degree with six (6) months of clinical experience; or an equivalent combination of education and relevant experience.

9. **Nurse Anesthetist (9144)**

Under supervision, incumbents administer anesthetics to patients undergoing surgical and obstetrical procedures and perform other related duties as required. This operational level class requires possession of a valid California Registered Nurse license and current certification as a Nurse Anesthetist in accordance with applicable law.

10. **Senior Nurse Anesthetist (9143)**

Under general supervision, incumbents in addition to performing the range of duties outlined for Nurse Anesthetists, can be assigned lead responsibilities over Nurse

Anesthetists or are specifically assigned the more difficult and demanding cases as recognized by the American Society of Anesthesiologists. This lead/senior level class requires possession of a valid California Registered Nurse license, current certification as a Nurse Anesthetist in accordance with applicable law; and two (2) years of experience or an equivalent combination of relevant experience and additional education.

11. **Nurse (742.1)**

The incumbent is responsible for the care and comfort of patients being treated in the Biology and Medicine Division at the Lawrence Berkeley Laboratory; assists the physician with examinations and with the administration of treatment and medication; prepares the patient for the physician's examination and may discuss treatment instructions with the patient. Graduation from an accredited school of nursing and current licensure as a Registered Nurse in the State of California is required.

12. **Occupational Health Nurse I (600.1)**

Under supervision, the incumbent performs nursing duties in the Medical Department at the Lawrence Berkeley Laboratory, renders skilled first-aid or treatment as necessary in cases of accident or illness; is required to act in emergencies exercising judgment both in selecting appropriate treatment for serious conditions and determining the urgency of further medical attention; assists in employee physical examinations, may be in charge of an activity within the Medical Services Department. Graduation from an accredited school of nursing and current licensure as a Registered Nurse in the State of California is required.

13. **Occupational Health Nurse II (600.2)**

Under general supervision, the incumbent schedules and directs the activities of assigned personnel at the Lawrence Berkeley Laboratory; insures proper management and disposition of Nurse medical problems, preparation of accurate descriptive records, availability of medical supplies and equipment, and implementation of administrative procedures required by medical services practices; assists in employee physical examinations; and performs the duties of an Occupational Health Nurse I; is normally in charge of a shift. Graduation from an accredited school of nursing and current licensure as a Registered Nurse in the State of California is required.

14. **Home Health Nurse I (9118)**

Under general supervision, incumbents provide direct in-home nursing care in accordance with established nursing procedures. Incumbents make independent nursing practice decisions based on changes in patient condition and identification of new patient problems and needs. This operational level in the home health series requires the possession of a valid California Registered Nurse license.

15. **Home Health Nurse II (9117)**

Under direction, in accordance with standardized procedures, incumbents coordinate and manage the care of a group of home health patients from admission to discharge, including but not limited to developing plans of care, assignment and assessment of appropriate health care team members to meet patient's needs, and to ensure defined patient outcomes are reached through collaboration with other health care disciplines. Incumbents are also responsible for presenting case conferences, new employee orientation, and participation in quality improvement activities. This lead/senior level class require the possession of a valid California Registered Nurse license.

16. **Home Health Nurse III (9116)**

Under general direction, incumbents assess health needs, plan and evaluate care for patients exhibiting more complex problems with less predictable outcomes. Incumbents utilize specialized knowledge and skills for patient care, supervision, evaluation, leadership in quality improvement activities, policy and procedure development for specialty areas, and scientific inquiry in home health nursing. Incumbents also act as a resource and educator for Home Health Nurses in their

specialty areas. This specialist/expert level class requires the possession of a valid California Registered Nurse license and graduation from an accredited nursing program.

B. MOVEMENT BETWEEN JOBS

1. Advancement from Clinical Nurse I to Clinical Nurse II and Nurse Practitioner I to Nurse Practitioner II shall be contingent upon the completion of six (6) months of satisfactory performance. The University shall notice CNA in advance regarding changes in clinical ladders and upon request of the Association, meet and discuss those changes before implementation. Advancement between other job titles in this Article is not automatic. The University will select the candidate for advancement who possesses the qualifications to perform the duties of the higher level position most effectively.

2. A nurse who has applied for a posted position will, if selected to fill the position, be appointed at the classification level of the posting in accordance with the qualifications listed on the posting.

3. A nurse who accepts a position at the same classification level in another unit shall maintain her/his classification for a trial period of at least 6 months. If the nurse is unable to successfully perform at that level, she/he may be reclassified downwards.

4. A nurse may also move to another classification and level described in this Article by way of a reclassification of her/his position, or an upward or downward movement between positions, or a disciplinary demotion in accordance with Article 26, §C. The Association shall be notified upon the reclassification of any position and any resulting wage change. Current nurses shall not be reclassified downward as a result of the Clinical Ladder process.

   a. Reclassification is a change in the classification of a position to a different classification having the same, lower, or higher salary range maximum. A nurse may receive a salary decrease following a downward reclassification or movement; however, a nurse's current salary rate may be retained at the sole discretion of the University and without recourse to the grievance and arbitration procedures of this Agreement.

   b. An upward movement between positions (Promotion) is the change of a nurse from one position to another position at the same location which is in a classification having a higher salary range maximum.

   c. A downward movement between positions is the change of a nurse from one position to another position at the same location which is in a classification having a lower salary range maximum.

5. Any nurse who believes s/he is currently performing at a higher classification may appeal to be reclassified upward to the appropriate Human Resource Director or designee, and the University shall provide a written response to the nurse regarding approval or denial of the reclassification within a reasonable period of time after the nurse files her/his appeal.

ARTICLE 3
POSITIONS

A. CAREER APPOINTMENTS

1. Career appointments are established at a fixed or variable percentage of time at fifty percent (50%) or more of full-time and are expected to continue for one (1) year or longer.

2. Beginning January 1, 2001, a career appointment may be established by conversion from a limited appointment pursuant to §B.3. of this Article.

B. LIMITED APPOINTMENTS

1. Limited appointments are established at any percentage of time, fixed or variable, during which a nurse is expected to be on regular pay status for less than a thousand (1,000) hours in a twelve (12) month period.

2. New graduate nurses shall not be hired into limited appointments when career CN I appointments are available in that unit.

3. If a limited appointment nurse attains 1,000 hours of qualifying service within 12 consecutive months, without a break in service of at least 120 consecutive calendar days, s/he shall convert to career status following attainment of 1,000 hours of qualifying service.
   a. Qualifying service includes all time on pay status in one or more limited appointments at the campus/laboratory/hospital. Pay status shall not include on-call or overtime hours.

   b. Such career conversion shall be effective on the first day of the month following attainment of 1000 hours of qualifying service.

   c. Any break in service of 120 days or longer shall result in a new 12-month period for purposes of calculating the 1000-hour requirement.

4. Nurses in Limited Appointments may be terminated or have their time reduced at the sole discretion of the University and without recourse to the grievance and arbitration procedures of this Agreement. A nurse who is appointed to a limited appointment is automatically terminated as of the last day of the appointment unless there is an earlier separation or a formal extension of the appointment.

C. PARTIAL-YEAR APPOINTMENTS

1. Partial-year appointments are career appointments established with regularly scheduled periods during which the incumbents remain nurses but are not at work. These scheduled periods during which nurses are not at work are designated as furloughs and are without pay. Furlough periods are not to exceed a total of three (3) months in each calendar year. Partial year career appointments may be established as nine-, ten-, or eleven-month appointments.

   a. When calculating time in pay status during a calendar year the University shall include any period of time for which a nurse receives pay for time worked, including compensatory time off, or for time on paid leave. Paid leave time includes sick leave, extended sick leave, vacations, holidays, or military leave with pay. The one month's pay for extended military leave and lump-sum payments for terminal vacation do not represent time on pay status.

   b. Whenever it appears that a nurse will be unable to achieve nine (9) months on pay status in a calendar year, the University shall attempt to assign the nurse to perform additional work according to classification and skills in an attempt to achieve nine (9) months on pay status. Once a nurse has reached her/his appointment rate, additional scheduling will occur in accordance with the needs of the University and the qualifications of the nurses. Annually, upon the request of the Association, the University will meet with CNA regarding furlough schedules and procedures for each Student Health Center. Each side shall approach this meeting with a sincere desire to resolve outstanding issues, and agrees to meet and discuss the issues in good faith. Nurse representatives from the Student Health Center shall receive paid release time for such meetings.

2. Nurses with partial-year career appointments may choose either to receive paychecks during pay periods worked only, or to distribute their pay so that they will receive twelve, or the biweekly equivalent, paychecks throughout the year. Nurses who occupy partial-year career positions and who elect the pay over twelve months option must occupy the partial-year career position at least nine months or the biweekly equivalent before receiving pay during the furlough period.

3. **Benefits**

A nurse in a designated partial year career appointment shall be provided the University's contribution to the cost of University-sponsored life, medical, optical, dental, and disability while s/he is on furlough for a maximum of three (3) months in a calendar year where the nurse's earnings are insufficient to otherwise generate the University's contribution. For medical plans which require a nurse contribution, nurses on furlough must remit to the University the amount of the nurse's contributions for the plan to remain in force.

4. **Effect of Furlough on Seniority and Leave Accrual**

Time on furlough is not qualifying time for service computation for seniority or for vacation leave, sick leave, or holiday pay when furloughed absences exceed twenty (20) days in a month.

D. REASSIGNMENT

The reassignment of a nurse in a full-time career appointment to a partial-year appointment or to a part-time appointment at a fixed or variable percentage of time shall be considered a reduction in time and must be carried out in accordance with the provisions of Article 23, Layoff and Reduction in Time.

E. LAWRENCE BERKELEY NATIONAL LABORATORY

The definitions of career, limited, term and rehired retiree appointments that currently are in effect at the Laboratory shall remain in effect.

ARTICLE 4
PER DIEM NURSE

A. DEFINITIONS

1. This Article sets forth the terms and conditions of Per Diem Nurse employment. Requirements for maintaining Per Diem Nurse status are established by the University, and may vary at each location. Per Diem Nurses are those employed in University title codes 9119, 9121, 9122 and 9160, and 9114. Per Diem Nurses are neither career nor limited appointment nurses. Standards of the University's position descriptions must be met as follows:

   9119 - Per Diem Nurse - Clinical Nurse II
   9121 - Per Diem Senior Nurse Anesthetist - Senior Nurse Anesthetist
   9122 - Per Diem Nurse Anesthetist - Nurse Anesthetist
   9160 - Per Diem Nurse Practitioner - Nurse Practitioner II
   9114 - Per Diem Home Health Nurse - Home Health Nurse I

   Per Diem Nurse work assignments add to or substitute for career and limited appointment nursing staff on a pre-scheduled basis or as needed on a day-to-day basis, as determined by the University. Per Diem Nurses may be scheduled or not scheduled, or called off from a pre-established schedule. Additionally, a Per Diem Nurse's eligibility for scheduling may be discontinued at any time at the sole discretion of the University and without recourse to the grievance and arbitration procedures of this Agreement, except as set forth below in §B.2.

2. Per Diem Nurses are not eligible for shift differential or for benefits under Article 15, Benefit Coverage. However, Special Per Diem Nurses, as defined in §B.2. below, may participate in the pre-tax parking programs established at each location to the same extent as other employees. Per Diem Nurses are not eligible for paid time off such as vacation, sick leave, holidays, leaves of absence, or educational leave. Per Diem nurses shall be eligible for the certification differentials as defined in Article 41, §C. At the mutual agreement of the University and the Per Diem Nurse, her/his Per Diem Nurse status may be temporarily held in abeyance. The University will not unreasonably deny a Per Diem Nurse's request that her/his status be held in abeyance for family care purposes.

B. COVERAGE

1. Per Diem Nurses are covered by the following Articles of this Agreement: Article 1 - Recognition; Article 4 - Per Diem Nurse; Article 5 - Nondiscrimination in Employment; Article 7 - Practice Committee; Article 8 – Staffing; Article 11 - Work Rules; Article 12 – Performance Evaluation, §A., D., F.; Article 13 - Job Posting; Article 14 – Hours of Work, §A., B., C.3.c., D., E., G., H., I., J., K., L.; Article 16 - Health and Safety; Article 29 – Access; Article 30 - Maintenance of Membership; Article 31 - Dues Deduction; Article 32 - Nurse Lists; Article 33 - Leaves of Absence for Union Business; Article 34 - Management Rights; Article 35 – Indemnity; Article 36 - No Strikes; Article 37 – Severability; Article 38 – Waiver; Article 39 – Duration; Article 40 - Release Time; and the related portion of Article 41 – Compensation. Per Diem Nurses and Special Per Diem Nurses may use the grievance and arbitration procedures of this Agreement only with respect to alleged violations of those Articles by which they are covered.

2. **Special Per Diem Rights**

   a. Effective January 1, 2001, Articles 26, 27, and 28 shall apply to any Per Diem Nurse as long as the following conditions are satisfied:

      1) The Per Diem Nurse has worked 1000 hours (750 hours for Student Health Center Per Diem Nurses) exclusive of overtime hours in a rolling 12-month period; and

      2) The Per Diem Nurse provides the University with a commitment to work at least 50% time.

      3) Per Diem Nurses meeting the conditions in §B.2.a.1) and §B.2.a.2) above shall not be subject to discipline or removal from scheduling without just cause. However, failure to comply with minimum scheduling requirements may result in release from employment at any time at the sole discretion of the University and without access to Article 26.

   b. In the event a Per Diem Nurse rescinds his/her 50% work commitment, or fails to work 50% or 1000 hours (750 hours for Student Health Center Per Diem Nurses) as scheduled within a 12-month period, s/he waives her/his right to access to Articles 26, 27, and 28.

C. REPORTING

1. **Requirements**

   Where required, the Per Diem Nurse shall call in to verify the availability of work prior to reporting for work. Where the Per Diem Nurse is not required to call in to verify the availability of work, the campus/Laboratory shall notify the Per Diem Nurse of the unavailability of work in advance of her/his scheduled report time by telephoning the Per Diem Nurse at the Per Diem Nurse's last known telephone number. It shall be the responsibility of the Per Diem Nurse to inform the University of any change of telephone number.

2. **Reporting Pay/Work**

   A Per Diem Nurse who reports for work as scheduled without receiving prior notice that her/his assignment is not available, shall perform any nursing work to which s/he may be alternately assigned by the University, for the duration of the assignment. If no alternate work is available, the Per Diem Nurse shall be paid two (2) hours pay in lieu of work. In the event that the University has made reasonable attempts to notify the Per Diem Nurse of the unavailability of work, or where the Per Diem Nurse has not called in to verify the availability of work when required to do so, work or pay need not be provided.

D. MEAL PERIODS

Not more than one (1) meal period of at least one-half (1/2) hour is provided for shifts of eight (8) continuous hours or more. Meal periods are neither time worked nor time on pay status unless a nurse is required by the University to remain on the job at a work station. Whenever a nurse is permitted to perform work during a meal period, the meal period shall be considered time worked.

E. REST PERIODS

Time allotted for rest periods is limited to two (2) periods of fifteen (15) minutes during an eight (8) hour or a ten (10) hour shift, or three (3) periods during a twelve (12) hour shift.

F. PROFESSIONAL DEVELOPMENT

1. Per Diem Nurses are encouraged to pursue professional development and education in relation to their career in health care.

2. Per Diem Nurses shall be reimbursed for the costs of educational programs which are required and approved by the University. Time spent in such educational programs shall be considered time worked.

3. A Per Diem Nurse shall pay the same fees as other nurses at her/his campus/Laboratory for Continuing Education in Nursing courses sponsored by University hospital departments at her/his location.

4. A Per Diem Nurse may request paid educational leave from her/his nurse manager.

G. CONVERSION CREDIT ON HIRE INTO CAREER STATUS APPOINTMENT

1. Per Diem Nurses who have worked at least sixty (60) shifts in the six (6) months immediately prior to receiving a career appointment in the same area, will have three (3) months credit applied against the continuous service requirement for completion of the probationary period. Further, evaluations conducted during Per Diem status, or other information obtained by University management, may serve in lieu of the three (3) month probationary period evaluation.

2. A Per Diem nurse who converts to career status after May 1, 2002 will receive seniority credit for per diem service solely for the purposes of determining order of layoff. The nurse's date of hire for seniority purposes will be adjusted according to the number of hours worked as a per diem as a percentage of full time service based on 2088 hours per year. However, the period of per diem service to be considered will be limited to twenty-four (24) months prior to the date of conversion. (For example: Total Per Diem Hours divided by 2088 hours equals __% multiplied by 365 days equals the days of seniority adjustment.)

H. PREMIUM PAY FOR WORK ON SPECIFIED HOLIDAYS

A Per Diem Nurse who works on Thanksgiving Day, Christmas Day, New Year's Day, Fourth of July, Labor Day, Memorial Day, Martin Luther King Jr. Day, December 24 shall be paid at the rate of time and one-half (1 ½ X) the regular rate of pay for the hours actually worked.

I. WORKERS' COMPENSATION

A Per Diem Nurse who is injured on the job may apply for Workers' Compensation.

J. PER DIEM RIGHTS (UCSF Only)

In addition to the rights guaranteed to Per Diem Nurses under this Article, Per Diem Nurses hired from UCSF Stanford in connection with the dissolution of UCSF Stanford Health Care clinical operations shall be granted just cause as defined in Article 26, and enforcement of the right in Articles 27 (Grievance Procedure) and 28 (Arbitration) for the duration of this Agreement. A nurse who does not meet the minimum scheduling commitment shall not have access to Article 26, Corrective Action, Discipline, and Discharge, and may be released at the sole non-grievable discretion of the University.

ARTICLE 5
NONDISCRIMINATION IN EMPLOYMENT

A. GENERAL PROVISIONS

Within the limits imposed by law or University regulations, the University shall not discriminate against members of the bargaining unit on the basis of race; color; religion; marital status; national origin; ancestry; sex; sexual orientation; physical or mental disability; medical condition; status as a Vietnam-era veteran or special disabled veteran; political affiliation; union activity; or age or citizenship. For the purposes of this Article only, medical condition means either any health impairment related to or associated with a diagnosis of cancer, for which a person has been rehabilitated or cured based on competent medical evidence or genetic characteristics.

B. COMPLAINTS

1. A nurse may bring to the attention of the University those employment activities which s/he deems to be in conflict with this Article.

2. A grievance which alleges a violation of Article 5, Nondiscrimination in Employment only, or which combines an otherwise non-grievable Article with Article 5, shall be grievable only up through Step 3 of the grievance procedure. It shall not be subject to arbitration.

3. An alleged violation of Article 5, Nondiscrimination in Employment and a non-arbitrable Article shall be subject to the grievance procedure up through Step 3. It shall not be subject to arbitration.

4. An alleged violation of Article 5, Nondiscrimination in Employment in conjunction with an arbitrable Article shall be eligible for appeal to arbitration in accordance with Article 28, Arbitration.

C. SEXUAL HARASSMENT COMPLAINT RESOLUTION PROCEDURE

The Association agrees that a nurse within the unit covered by this Agreement may elect to substitute the University Sexual Harassment Complaint Resolution Procedure for the Step 1 Informal Review described in Article 27, Grievance Procedure, §C.

ARTICLE 6
EDUCATIONAL/PROFESSIONAL DEVELOPMENT LEAVE

A. GENERAL CONDITIONS

1. Nurses are encouraged to pursue professional development and education in relation to their career in health care.

2. Nurses shall be reimbursed for the costs of educational programs required and approved by the University. Time spent in such educational programs shall be considered time worked.

3. Nurses attending University courses or seminars shall be eligible for fee reductions applicable to other nurses at their campus/Laboratory.

4. Nothing in this Article shall prevent the University from granting additional professional development and/or educational opportunities.

B. RELEASE TIME AND SCHEDULING

1. A nurse who has completed her/his probationary period, who wishes to participate in an professional development and educational leave program and who meets the qualifications listed below, shall request advance approval in accordance with departmental procedures.

2. Professional Development and Educational Leave:

   a. may not be accumulated.

   b. must be scheduled according to staffing requirements; however, the University shall make reasonable efforts to accommodate requests, and

   c. may be used to participate in hospital-sponsored in-service training which is not required by the University, subject to the availability of funds.

3. Forty (40) hours paid professional development and educational leave will be provided to full-time nurses per contract year. Such time shall not be considered time worked for the purpose of overtime accrual or pay. Up to twelve (12) hours of the forty (40) hours maximum of paid leave may be utilized for appropriate home study/internet courses. A nurse who is enrolled in a degree program (BSN or MSN) at an accredited nursing school may use up to the annual forty (40) hour maximum paid leave for appropriate home study/internet courses which are part of the required curriculum for the degree program. The nurse will be required to verify that such course(s) are part of a degree program.

   a. A contract year is normally defined as May 1 - April 30. In the event a contract begins after May 1, a proportionate number of professional development and educational leave hours will be provided based on the actual duration of the contract.

   b. In addition, a part-time career nurse's yearly entitlement shall be prorated based on her/his appointment rate.

4. Nurses who are scheduled to take the examination which would grant a state and/or nationally recognized certification, and who request the examination day off in accordance with the unit's scheduling procedures, shall be assigned paid professional development and educational leave for the day on which the examination is taken.

5. A nurse, assigned to the evening or night shift, who is scheduled for a continuing education course or a certification examination, shall be scheduled off from the evening or night shift immediately preceding or following the course or examination with the exception of home study/internet courses when:

   a. The unit scheduling policies have been followed; and

   b. The course is six (6) hours duration outside scheduled work time; or

   c. The examination is conducted by a state or nationally recognized professional organization.

6. When a nurse is enrolled in a formal education program which culminates in a higher degree, the University shall endeavor to modify the nurse's work schedule to accommodate the participation in such program.

ARTICLE 7
PRACTICE COMMITTEE

A. PRACTICE COMMITTEE

A Practice Committee of bargaining unit nurses may be established by the Association at each patient care facility in the major medical centers. Additionally, a Practice Committee of bargaining unit nurses may be established in a Student Health Center away from the major medical centers. The purpose of the Committee shall be to consider and constructively recommend to the nursing administration ways and means to improve nursing practice and patient care, including health and safety matters, insofar as the provisions of the Agreement are not added to or otherwise modified. When practicable, the University shall provide information requested by the Practice Committee within thirty (30) calendar days. At least once per quarter the appropriate Director of Nursing shall meet with the Practice Committee at one of its scheduled meetings. Whenever the Committee makes a written

recommendation to the appropriate Director of Nursing or, in Student Health Centers, the appropriate Director, s/he shall respond to the Committee in writing within thirty (30) calendar days unless the Association and the University mutually agree that the time may be extended. The Practice Committee may also request, through the appropriate office of labor relations, to meet with one representative of the Safety Committee and one representative of Nursing Administration to discuss and/or resolve health and safety issues. If the request is denied, the Committee shall be provided within thirty (30) calendar days, a written response describing why the request was denied and/or actions to be taken. The University shall annually provide to the PPC the facility Cal-OSHA 200 logs.

B. RELEASE TIME

Committee members shall receive paid release time to attend its meetings, not to exceed one (1) hour per member in any one (1) month, using a ratio of one (1) member on paid release time for every one hundred (100) bargaining unit nurses or major fraction thereof at the facility provided that not more than one (1) member shall come from a particular patient care unit or equivalent. For Student Health Centers the ratio of members for whom release time shall be paid shall be one (1) member for every twenty-five (25) bargaining unit nurses or major fraction thereof at that facility, with a minimum of one (1) member. Nothing shall preclude the Director of Nursing from authorizing additional release time upon request of the Practice Committee. Release time for Practice Committee members is coordinated by the appropriate office of labor relations.

Medical Center Practice Committee members who are not scheduled to work at the time the Practice Committee meeting takes place, and who attend the meeting, shall receive paid time not to exceed one (1) hour. The time will not be considered as time worked for purposes of overtime or other premium pay. The Practice Committee shall provide the Director of Nursing, or designee, a copy of the meeting attendance sign-in sheet.

C. PATIENT CLASSIFICATION SYSTEM COMMITTEE

The Director of Nursing, or designee, will notify the Practice Committee of the meeting schedule for the Patient Classification System Committee (PCSC) and will notify the Practice Committee at least ninety (90) days prior to the appointment of the PCSC. Within forty-five (45) days following receipt of the notice, the Practice Committee may make recommendations in writing to the Director of Nursing of those direct care nurses who the committee proposes to serve on the PCSC. If the Director of Nursing, or designee, does not alter the list within thirty (30) days following its receipt, the recommended nurses will be appointed to the PCSC by the Director of Nursing.

ARTICLE 8
STAFFING

A. The University shall have a staffing system based on assessment of patient needs in conformance with applicable state regulations.

B. It is not the University's intention to assign nurses (including Travelers and Registry nurses) without appropriate competencies to staff nursing areas, except in emergency situations. In the event a nurse feels that s/he lacks competency for an assignment, the nurse shall so inform the immediate supervisor. The supervisor and the nurse shall make an assessment of the assignment and shall alter such assignment if the assessment warrants. A floated nurse shall have her/his competencies validated on the receiving unit prior to an unrestricted patient care assignment. A nurse who is floated to a unit will be given an orientation prior to beginning her/his assignment. The nurse may be assigned limited nursing care duties, which utilize her/his currently existing clinical competencies.

C. When it is necessary to float, the floating order shall be established by each unit. Registry and Travelers shall float prior to any bargaining unit nurse, if practicable. Within sixty (60) days following ratification of the agreement, and upon written request from CNA to the appropriate Manager of Labor Relations, the parties shall meet and confer regarding the units within which nurses are subject to floating. If the parties fail to reach agreement, the status quo will be maintained.

ARTICLE 9
PROBATIONARY PERIOD

A. GENERAL CONDITIONS

Nurses in career appointments 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 (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. Nurses 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 rehire occurs in the same class and specialty within the same department and the rehired nurse had regular status in that class at the time of termination. In other cases, rehired nurses serve a probationary period.

B. CREDIT FOR TIME SERVED IN LIMITED APPOINTMENTS

1. **Nurses Changing Jobs from Limited to Career**

   A non-career nurse who has served the equivalent of at least six (6) months of continuous service at 50% time or more in a non-career appointment and who receives a career appointment as a nurse with similar duties, shall have three (3) months service credited toward the completion of her/his probationary period in the new career appointment.

2. **Nurses Converting From Limited to Career in the Same Job**

   A nurse whose appointment is converted from a limited appointment to a career appointment under the provisions of Article 3, §B.3., who has worked in the same appointment into which s/he is directly converted to career status, shall have such time in that appointment credited toward the completion of the employee's probationary period in the new career appointment. For the purposes of this provision, "same appointment" means an appointment in the same department/unit and with the same duties and same supervisor as the appointment to which the employee was assigned immediately prior to conversion.

C. EVALUATION DURING PROBATIONARY PERIOD

It is the intention of the University to conduct no less than one (1) written performance evaluation during a full probationary period just prior to the completion of the probationary period. If another evaluation is done, it shall be approximately at the midpoint of the probationary period.

D. RELEASE DURING PROBATIONARY PERIOD

Prior to the completion of the probationary period, a nurse may be released at the sole discretion of the University and without recourse to the grievance and arbitration procedures of this Agreement.

ARTICLE 10
ACTING APPOINTMENTS

A. A nurse who is temporarily assigned by the University to fully perform the functions of a position in a higher classification for at least the equivalent of a biweekly pay period shall be paid for the performance of such duties in accordance with §B., below, retroactive to the first day of such appointment.

B. Nurses appointed in accordance with §A., above, shall be paid at the minimum of the salary range of the new classification or an amount at least equal to five percent (5%) [or one (1) step at San Francisco], whichever is greater, provided the new rate does not exceed the maximum of the higher classification.

ARTICLE 11
WORK RULES

The University shall have the right to promulgate and to change any work rules so long as the University's work rules are not in violation of this Agreement.

ARTICLE 12
PERFORMANCE EVALUATION

A. EVALUATION

1. Performance Evaluation is a constructive process to acknowledge the performance of a nurse. A nurse's evaluation shall be sufficiently specific to inform and guide the nurse in the performance of her/his duties. The performance of each nurse shall be evaluated at least annually, in accordance with a process established by the University. The evaluation of each nurse shall be based on the individual nurse's performance and not on financial consideration. If a nurse is not given an opportunity to perform on a particular element, the University will note on the performance evaluation that the factor was not applicable, and the nurse's evaluation shall not be negatively impacted. Nurses shall not have their evaluation negatively impacted by their use of sick leave permitted under the terms of Article 19, Sick Leave, unless the nurse has received disciplinary action.

2. The University will, sixty (60) calendar days prior to implementing a new performance tool, provide a copy of the proposed tool to CNA. Following request by the Association, the University will meet with the Association to discuss the new tool. It is the intent of the University to support the nurse's role as a patient advocate.

B. ABSENT A PERFORMANCE RATING

1. If there is no evaluation of record within one year prior to a scheduled wage increase, the nurse's overall evaluation shall be "meets expectations." A nurse may request an evaluation which shall be completed within fifteen (15) calendar days unless the parties agree otherwise.

2. The nurse's salary adjustment shall reflect the overall evaluation received, and shall be paid in accordance with the provisions of Article 41, §B.

C. NOTICE

1. Nurses who receive an overall "needs improvement" rating shall have received notice of her/his deficiencies, including information about how to correct such deficiencies, prior to receiving such overall evaluation.

2. In the event a nurse has not received notice of deficiencies in sufficient time to correct her/his deficiencies prior to receiving the overall "needs improvement" rating, she/he shall receive the Article 41, §A.2., Across-the-Board increase. The nurse may request and, within thirty (30) calendar days shall receive, a re-evaluation of her/his performance. The thirty (30) day period may be extended by mutual agreement.

D. NURSE RESPONSES TO AN EVALUATION

Subsequent to receiving a University performance evaluation, a nurse may write comments pertaining to her/his evaluation or add relevant materials which may supplement or enhance the evaluation. When such written comments or materials are received from the nurse, they shall be attached to the performance evaluation and placed in the nurse's personnel file in which performance evaluations are maintained.

E. DISPUTES

1. Nurses within the salary range who receive no increase in pay based on an overall performance rating may appeal her/his performance rating to the next level nursing administrator. Such appeal must be filed with the next nursing administrator within thirty (30) calendar days following receipt of the evaluation or within thirty (30)

calendar days following the effective date of the contract, whichever is later. The decision of the next level nursing administrator shall be final.

2. Disputes arising regarding the content of the performance evaluation shall not be subject to the grievance and arbitration procedures of this Agreement. Performance evaluations are not considered an independent step in the disciplinary process, although they may be used as a form of corrective action.

F. PERFORMANCE EVALUATION LIST

Each University location shall provide to CNA, the percentages by campus of nurses in each performance rating category within thirty (30) calendar days after all nurse performance evaluations have been entered into the location's payroll system.

ARTICLE 13
JOB POSTING

Whenever vacancies within the bargaining unit are to be filled, the University shall either post a notice for at least fourteen (14) calendar days, or circulate a notice to each nursing unit at the campus/Laboratory where vacancies occur. A nurse may, before the closing date of such notice, apply for such vacancies. Such notice shall identify the unit and shift of the opening.

ARTICLE 14
HOURS OF WORK

A. WORKWEEK

A workweek is a period of time consisting of seven (7) consecutive days. The workweek is from 12:00 A.M. Sunday to 11:59 P.M. the following Saturday. Workweeks beginning and ending on a day other than the above may be established by the University, upon notice to the Association.

B. WORK SCHEDULE

1. A work schedule is the normal hours of work for a Nurse within a work period. Nurses will be scheduled in accordance with the needs of the University, subject to the provisions of this Article.

2. Full and part-time work schedules which may be established by the University include, but are not limited to:

   a. eight (8) hours per day, excluding meal periods, on five (5) separate days within a workweek;

   b. eight (8) hours per day, excluding meal periods, on ten (10) separate days within two (2) consecutive workweeks;

   c. ten (10) hours per day, excluding meal periods, on four (4) separate days within a workweek;

   d. ten (10) hours per day, excluding meal periods, on eight (8) separate days within two (2) consecutive workweeks;

   e. twelve (12) hours per day, excluding meal periods, on ten (10) separate days within three (3) consecutive workweeks; or

   f. twelve (12) hours per day, excluding meal periods, on thirteen (13) separate days within four (4) consecutive work-weeks.

3. Regular shift schedules other than those listed above may be established, provided the University provides advance notice and, upon written request, meets with the Association to explain its reason before implementing any such schedule.

4. Notwithstanding any other provisions of this Article 14, nurses working in ambulatory or out-patient clinics who voluntarily submit a written request to be scheduled (and

such request is granted) to work a variable number of hours per day may be so scheduled without the payment of overtime or premium pay, provided the work schedule does not exceed forty (40) hours in the work week or twelve (12) hours in the workday. Once granted, the alternative schedule may be rescinded by the University or the nurse with thirty (30) days advance written notice.

C. POSTING OF SCHEDULES

1. The University shall post work schedules at least two (2) weeks in advance. The schedule shall not be changed without prior personal notice to the Nurse. Insofar as practicable, the University shall update posted work schedules as changes occur. The University shall post holiday schedules at least four (4) weeks in advance of each of the following holidays: Thanksgiving, Christmas and New Years. At UC Berkeley Student Health Center, the University shall post furlough schedules six (6) weeks in advance of furlough, provided that Nurses have submitted their work date preferences for the summer furlough by March 1, and/or for the winter furlough by October 1.

2. "Posted work schedules" as used in this Article shall mean a printed, typewritten or handwritten schedule which is posted in a work site area of the affected Nurse.

3. Part-time career Nurses who have indicated their availability for additional assignments shall, when practicable, be offered the opportunity to work additional full shifts prior to the scheduling of any Per Diem Nurse(s) for additional shifts, within the following limitations:

   a. The affected part-time career Nurse(s) are qualified and competent for the additional assignment(s), as determined by the University; and

   b. the University shall not be obligated to offer any additional assignment(s) to part-time Nurses if such assignment(s) will result in any form of premium pay as a result of the Nurse(s) working any additional shift(s); and

   c. the University shall not be obligated to modify the work schedule of any Per Diem Nurse who has been previously prescheduled in order to provide any part-time career Nurse(s) with additional work.

D. MEAL PERIODS

Not more than one (1) meal period of at least one-half (1/2) hour is provided for shifts of six (6) continuous hours or more. Meal periods are neither time worked nor time on pay status unless a Nurse is required by the University to remain on the job at a work station. Whenever a Nurse is permitted to perform work during a meal period, the meal period shall be considered time worked.

E. REST PERIODS

Time allotted for rest periods is limited to two (2) periods of fifteen (15) minutes during an eight (8) hour or ten (10) hour shift, or three (3) periods during a twelve (12) hour shift.

F. WEEKEND WORK

The University shall attempt to grant at least twenty-six (26) weekends off per year to Nurses who work in areas which require staffing seven (7) days a week. This provision does not apply to Nurses who work weekends only.

G. CONSECUTIVE DAYS OF WORK

1. Subject to operational needs, the University shall make every effort to avoid assigning Nurses to work full shifts in excess of the terms outlined in 3.a., b., and c. below. For the purpose of this Section, a full shift consists of 8, 10, or 12 hours of work, except as provided in Article 14 b.4.

2. The consecutive days of work provisions may be waived by the Nurse, either at her/his request or as the result of a scheduling change requested by the Nurse which results in such consecutive days of work.

3. A Nurse shall be paid one and one-half (1/2) times the Nurse's straight-time rate for all hours worked on each shift in excess of a., b., or c., below until a day off is granted when:

   a. a designated eight-hour Nurse is scheduled to work more than six (6) consecutive full shifts within six consecutive days.

   b. a designated ten-hour Nurse is scheduled to work more than five consecutive full shifts within five (5) consecutive days.

   c. a designated twelve-hour Nurse is scheduled to work more than four consecutive full shifts within four (4) consecutive days.

H. TRAVEL TIME

Travel on University business during a Nurse's normal working hours, or outside normal working hours is considered time worked if performed pursuant to the University's instructions. Travel between a Nurse's home and the workplace is not considered time worked.

I. CALL BACK

1. Call back pertains to a Nurse who is not in on-call status and is called back to work in her/his unit after completing a shift and before her/his next scheduled shift. A Nurse called back to work may be assigned by the University to perform available work. If the Nurse refuses the out-of-unit assignment, s/he shall be paid only for the time actually worked.

2. A Nurse called back to work shall be paid for the time actually worked upon return or a minimum of three (3) hours, whichever is greater. Call back time whether worked or not is considered time worked for the purpose of calculating hours of overtime.

J. ON-CALL

1. The intent of on-call is to provide coverage when it is impractical to regularly staff a shift, or when it is necessary to supplement other staffing to meet unpredictable patient care needs. It is not the intent of the University to use on-call assignments as a substitute for adequate available staffing. To meet on-call needs, the University will rely initially on nurses who volunteer. Where on-call needs cannot be met with volunteers, nurses can be required to be on-call provided there is a reasonable expectation that they will be needed to avoid significant adverse consequences to patients' health. This paragraph does not preclude a nurse from volunteering to be on-call.

2. On-call is time during which a Nurse is required to be available for immediate return to work as a result of a call to work. A Nurse is not considered to be in on-call status unless s/he has previously been scheduled by the University for the assignment. The University shall establish volunteer lists for meeting on-call needs. Only in the event that not all on-call needs are met, the University retains the right to determine the need for, and the assignment of, on-call time. The University shall attempt to distribute assigned on-call time equitably. The University shall meet with the Association upon request to discuss alternative solutions when a pattern of assigned call develops in a particular unit.

   a. At UCD, UCI, UCLA, UCSD, a Nurse who is called back to work while in on-call status and is required to return to the work site shall receive 2 hours pay or time and one-half pay for hours actually worked, whichever is greater. When the on-call hours are part of the nurse's regularly scheduled shift, the nurse will be compensated at her/his regular rate for hours actually worked. If the nurse returns to the facility from on-call status a second time during the initial two hour guarantee period, no additional guarantee shall apply.

b. At UCSF, a Nurse who is called back to work while in on-call status and is required to return to the work site, shall receive two (2) hours pay at time and one-half (1 ½ X) or time and one-half (1 ½ X) pay for hours actually worked, whichever is greater. If the Nurse returns to work from on-call status a second time during the initial two hour guarantee period, no additional guarantee shall apply.

3. On-call rates shall be as listed in Article 41, Compensation. A Nurse called in to work from on-call status shall be assigned by the University to perform available work.

4. A Nurse who is required to work without physically reporting to a work site (for example, phone consultation) shall receive pay for such time actually worked. Such pay shall be at overtime rates if applicable under Section K.

K. OVERTIME

1. Assignment of Overtime

The University shall decide when overtime is needed and which Nurses will be assigned overtime. The University will ask for volunteers before assigning overtime and shall attempt to distribute overtime work assignments equitably based on the Nurse's ability to perform the work. Overtime must be approved in advance by the University. As soon as the need for overtime is determined, the University shall notify the Nurse that overtime must be worked. Nurses are expected to work overtime when such work is assigned, provided that they are competent to perform the work.

Overtime shall not be assigned except after the University has exhausted the following procedures:

Soliciting volunteers, including on duty and off duty RN staff
Soliciting Per Diem nurses, including on duty and off duty Per Diem nurses
Utilizing supplemental RN staff, except at UCD

The University shall meet with the Association upon request to discuss alternative solutions when a pattern of mandatory overtime develops in a particular unit. Every reasonable effort will be made to ensure that no nurse shall be required to work more than sixteen (16) consecutive hours in situations of mandatory overtime.

2. Compensation of Overtime

a. Overtime hours do not count toward accumulation of retirement service credit.

b. Except as provided in §K.2.c.2., below, actual work for the purpose of computing overtime does not include hours paid in non-work status, such as sick leave pay, vacation pay, holiday pay, compensatory time, and paid leave of absence pursuant to Article 20 - Leaves of Absence.

c. Except as provided in §L., below, Nurses shall be compensated for overtime worked at one and one-half (1 ½ X) times the straight-time rate when the following conditions apply:

1) Designated eight-hour Nurses who are assigned to a fourteen (14) consecutive day work period shall receive the time and one-half (1 ½ X) overtime rate after eighty (80) hours of actual work in the fourteen (14) day period. In addition, such Nurses shall be compensated at one and one-half (1 ½ X) times the regular straight time rate for hours worked which exceed eight (8) hours of actual work in any work day within the fourteen (14) day work period. Any payment at the time and one-half rate for daily overtime hours worked within the fourteen (14) day work period shall be credited toward any time and one-half (1

½ X) compensation due for hours worked in excess of eighty (80) hours of actual work in the work period.

2) Nurses who are assigned to a seven (7) consecutive day work period of forty (40) hours of actual work in one (1) workweek shall receive the regular straight time rate for hours of overtime not exceeding forty (40) hours of actual work in a workweek, and shall receive the time and one-half (1 ½ X) overtime rate after forty (40) hours of actual work in a workweek. For Nurses on 8/40 and 10/40 schedules only, "hours of actual work in one workweek" shall include time on holiday and vacation pay in the workweek.

3) In addition, the University shall pay Nurses time and one-half (1 ½ X) pay after shift. For the purposes of this paragraph only, a shift is defined as a minimum of eight (8) hours.

d. Except UCSF, Nurses shall be compensated for overtime worked at double (2x) the straight time rate for all consecutive hours worked in excess of twelve (12) hours. At UCSF, Nurses shall be paid double (2x) time after 12 hours in accordance to Article 41, Section B.5.d.

3. **Compensatory Time Bank**

a. Overtime will be paid at the appropriate rate or, following the mutual agreement of the University and the Nurse, will be compensated in the form of compensatory time. Compensation for overtime, whether in compensatory time off or pay, shall be in accordance with §K.2, above.

b. Compensatory time shall be paid or scheduled by the University within two (2), six (6) month bank periods. Compensatory time not paid or scheduled within the bank period in which it is earned, or in the bank period following that in which it is earned, shall be paid in the next regularly scheduled pay period, unless an extension has been granted by mutual consent of the Nurse and the University. Accumulation of compensatory time is limited to no more than two-hundred forty (240) hours. A Nurse shall be paid for hours of overtime which exceed this limit.

c. A Nurse may request scheduling of banked compensatory time. A Nurse's request for the scheduling of banked compensatory time shall be granted subject to the needs of the University, and shall not be unreasonably denied. Nurses shall be permitted to schedule compensatory time in blocks of time equal to the Nurse's regular shift schedule. Once the University has approved a Nurse's request to schedule banked compensatory time, the University shall not unreasonably rescind such approval. However, a Nurse at the Berkeley Student Health Service may request scheduling of banked compensatory time in accordance with the procedures established in Article 3 Positions, of this Agreement.

d. Bank periods are December 1 - May 31 and June 1 - November 30.

e. Compensatory Time at UCSF Medical Center

1) Nurses at UCSF Medical Center shall be allowed to be paid for holiday time in his/her compensatory time off (CTO) bank at the straight time rate in the event that a nurse works on a holiday. Nurses at UCSF Medical Center will be allowed to be paid for overtime or place overtime in his/her compensatory time bank at the rate at which it is earned. The individual nurse's CTO balance cannot exceed 120 hours.

2) If a nurse elects to defer the time to the CTO bank, he/she must make the decision to do so by June 15, 2000. Forms will be made available to facilitate this process. The default for all nurses is to be paid for overtime and holiday time. If a nurse elects the CTO option, all holiday hours on holidays worked and overtime hours will be placed in the CTO bank.

3) Nurses will have the ability to change their election once per year in the month of April. All accumulated but unused CTO will be paid off to nurses twice per year on April 15 and October 15.

L. GENERAL PROVISIONS

There shall be no duplication, pyramiding, or compounding of any premium wage payments.

M. REST BETWEEN SHIFTS

A work period not preceded by at least six (6) hours off will be paid at time and one-half.

N. LAWRENCE BERKELEY NATIONAL LABORATORY

Policies, procedures, definitions, qualifications, calculations, covered hours and rates currently in effect shall remain in effect for employees at the Lawrence Berkeley National Laboratory and shall supersede the provisions of this Article where in conflict with the Agreement.

ARTICLE 15
BENEFITS

A. GENERAL CONDITIONS

1. Eligible nurses may participate in a number of retirement, medical, dental, and other benefit programs to the same extent as other eligible staff employees of the University. The University may, at its option during the term of this Agreement, alter its health and welfare programs and/or retirement system plans. Such alterations include, but are not limited to altering eligibility criteria, establishing new coverage, altering or deleting current coverage, altering employee and University rates of contribution, or changing the carrier for established plans or programs. In the event the University makes such alterations, the changes will apply to nurses eligible for benefits within the unit in the same manner as they apply to other eligible staff employees at the same campus/laboratory. The sole exceptions to the above shall be: 1) any alterations proposed by the University which affect only bargaining unit nurses, and 2) any alterations proposed by the University which reduce retirement benefits of bargaining unit nurses. In such cases, the University agrees to meet and confer with respect to the proposed change.

2. For the life of this Agreement, the University's maximum monthly rates of contribution for bargaining unit nurses who are eligible for and elect to enroll in a health plan shall be the same as the contribution rates for such plans for other staff employees.

3. Costs in excess of current University contributions, and employee costs for plans to which the University does not contribute, are to be paid by bargaining unit nurses, normally through payroll deduction.

B. ENUMERATION OF UNIVERSITY BENEFITS

For informational purposes only, a brief outline of benefit programs is listed below. More information can be found in general University benefits publications and individual summary plan descriptions. Specific eligibility and benefits under each plan are governed entirely by the terms of the applicable Plan Documents, custodial agreement, University of California Group Insurance Regulations, group insurance contracts, and state and federal laws. Nurses in an ineligible class are excluded from coverage, regardless of appointment percent and average regular paid time. For details on specific eligibility for each program, see the applicable documents, agreements, regulations, or contracts.

1. HEALTH BENEFITS

a. Medical Program

A variety of Health Maintenance Organizations (HMOs) and fee-for-service plans are available to cover eligible employees and their eligible family members. Choice of plans may vary from location to location. Eligible part-time employees appointed and paid by the University to work a specified minimum appointment and average regular paid time may be covered by the CORE major medical plan. The plan is available to the employee and eligible family members.

b. Dental Program

Dental plans are available to eligible employees. Employees may cover themselves and their family members.

c. Vision Program

A vision plan is available to eligible employees. Employee may cover themselves and their eligible family members.

2. LIFE INSURANCE

a. Life Insurance Program

1) University-Paid

Two University-paid life insurance plans—Basic Life and Core Life—provide basic life insurance coverage. The amount varies, depending on appointment rate and average regular paid time. Eligible employees are automatically covered by the plan for which they qualify.

2) Supplemental

Optional personal life insurance and dependent life insurance are available and may be purchased by eligible employees

3. OTHER INSURANCE

a. Accidental Death & Dismemberment Insurance

Optional AD&D insurance may be purchased by eligible employees. A variety of amounts of coverage is are available to cover employees and their eligible family members.

b. Business Travel Accident Insurance

Employees who are traveling on official University business are covered by $100,000 of accidental death and dismemberment insurance.

c. Disability Insurance

1) Short-Term Disability Insurance – Short-Term disability insurance is available to eligible employees.

2) Supplemental Disability Insurance - Optional supplemental disability insurance may be purchased by eligible employees.

d. Legal Expense Insurance Plan

A legal expense insurance plan may be purchased by eligible employees. The legal plan provides employees and their eligible family members with coverage for basic legal services associated with preventive, domestic,

consumer and defensive legal matters. The plan is employee-paid through payroll deductions.

e. Savings Program

1) Tax-Deferred 403(b) Plan – Participation in the UCRS Tax-Deferred 403(b) Plan is available to all University employees except students who normally work less than twenty (20) hours per week. The Plan provides the following investment options:

a) UC-Managed Funds - Participants may choose from six (6) investment funds: Savings, Money Market, Insurance Company Contract, Equity, Bond and Multi-Asset Funds.

b) Calvert Socially Responsible Mutual Funds; and

c) Fidelity Investments Mutual Funds.

f. University of California Retirement Plan

1) Eligible employees covered by this Agreement shall be covered by the University of California Retirement Plan (UCRP).

2) Employees who participate in the UCRP will be eligible for the 2001-2002 Capital Accumulation Provision (CAP) accrual credit of 3% effective April 1, 2002, in accordance with the terms and conditions of the UCRP as approved by the Regents of the University of California.

g. Defined Contribution Plan (DC Plan)

1) Voluntary participation in the After-Tax Account is available to all University employees except students who normally work less than twenty (20) hours per week. Payroll deductions may be invested in any of the UC-Managed Funds (Savings, Money Market, Insurance Company Contract, Equity, Bond and Multi-Asset Funds) or in Fidelity Investments mutual funds.

2) All current member contributions to the University of California Retirement Plan (UCRP) are redirected to the Pretax Account. Although payroll reductions default to the Savings Fund, participants may invest in any of the other UC-Managed Funds: Money Market, Insurance Company Contract, Equity, Bond and Multi-Asset Funds or in Fidelity Investments mutual funds. Redirection is subject to annual Regental review.

3) Employees who are not in a UC-sponsored defined benefit retirement plan make mandatory contributions of 7.5% of earnings up to the Social Security wage base to the Pretax Account in lieu of paying the Old Age, Survivors and Disability Insurance portion of Social Security taxes (Safe Harbor contributions). Although payroll reductions default to the Savings Fund, participants may invest in any of the other five UC-Managed Funds or in Fidelity Investments Mutual Funds.

h. U.S. Savings Bonds and Benham California Tax Free and Municipal Funds – Through payroll deductions, investments can be made in United States Series EE Savings Bonds and the Benham California Tax-Free and Municipal Funds.

i. Tax Effective Salary Reduction Programs

1) Retirement Tax Savings Plan – Required monthly participant contributions to the DC Plan Pretax Account are automatically deducted from gross pay before federal and state taxes are calculated.

2) Tax Savings on Insurance Premiums (TIP) – Employees enrolled in certain benefit plans are automatically enrolled in TIP, unless the

employee makes an election to withdraw. After the University contribution, if any, is applied the net insurance premiums are deducted from gross pay before federal and state taxes.

3) Dependent Care Assistance Program (DepCare) – DepCare is available to eligible employees and allows employees to pay for eligible dependent care expenses on a pre-tax, salary reduction basis.

j. Auto/Homeowner Insurance – Individual auto and home insurance policies are available which may be purchased by eligible employees through payroll deduction.

k. Death Payments – Upon the death of an employee who has been on pay status at least fifty percent (50%) time at least six (6) continuous months prior to death a sum equal to the deceased's regular salary for one (1) month shall be paid to the deceased's spouse, or if there is no spouse, to the employee's eligible dependent(s), or if there is neither a surviving spouse nor eligible dependent(s), to the beneficiary designated in the deceased's University-paid life insurance policy. All monies due and payable to the employee at the time of death shall be paid to the employee's surviving spouse and/or eligible dependent(s).

l. UCRP Tier Two Benefits – The Tier Two membership classification of UCRP was closed on July 1, 1990 and is only available on a continuing basis to active UCRP members who previously elected Tier Two.

m. Alternate Retirement Plans – Employees covered by alternate retirement plans are not subject to Section B.3.f and B.3.l above.

ARTICLE 16
HEALTH AND SAFETY

A. GENERAL CONDITIONS

1. Within the overall University responsibility to provide medical care, the University shall make reasonable attempts to furnish and maintain in safe working condition the workplace and equipment required, in order that nurses within the bargaining unit might carry out the duties of their positions.

2. The Association and the University agree that exposure to risks from the patient populations the University treats is inherent in Registered Nurse employment. The University shall make reasonable attempts to provide bargaining unit nurses with such equipment, methods, practices, processes and procedures, as are necessary under applicable law to afford a working environment as safe and healthful as the nature of Registered Nurse employment reasonably permits.

B. ASSIGNMENTS

A nurse within the bargaining unit shall not be assigned to any task abnormally dangerous or hazardous at the nurse's place of employment. An abnormally hazardous or dangerous task shall be defined as those tasks, the dangers or hazards of which are identifiably greater than the dangers or hazards inherent to the usual performance of a given job. In the event a nurse within the bargaining unit regards an assigned task as abnormally dangerous the nurse shall notify the immediate supervisor of the claim that the task assigned is abnormally dangerous. The supervisor shall make workplace task performance and/or task assignment changes consistent with health and safety considerations. The supervisor, after consulting with the nurse, may direct the nurse to perform the task, or may assign the affected nurse to other available work consistent with the work usually performed by the nurse.

C. RELATED GRIEVANCES

1. If the matter is not resolved to the satisfaction of the nurse and/or the nurse carries out the task, the nurse may later file a grievance in accordance with the grievance procedure of this Agreement. If the nurse unreasonably refuses to perform the task,

the nurse may be subject to discipline. A nurse may not be disciplined for appropriately raising safety concerns.

2. If, as a result of the filing of a grievance relative to an abnormally dangerous or hazardous task assignment, the University and the Association agree as to the existence of such abnormally hazardous or dangerous assignment, the University shall correct such situation within a reasonable time and utilizing funds as available.

3. The University and the Association acknowledge that the University's ability to comply with the provisions of this Article is subject to the availability of budgeted funds for the accomplishment of such actions which may be necessary in order for the University to meet its obligations under this Article and/or pursuant to any settlement, award, and/or arbitration decision rendered pursuant to a grievance/ arbitration related to the provisions of this Agreement and Article. The University and the Association agree that the availability of such specifically budgeted and available funds shall be a contingency upon which the University's compliance with a settlement award, arbitrator's decision, and/or order of enforcement of such decision relative to a grievance or arbitration related to this Article shall be dependent. In such cases, the University shall take reasonable measures to alleviate the problem pending budgetary considerations. The University shall seek to expedite budgetary approval to solve the problem.

4. In the case of a suspected outbreak of a communicable disease and when the University requires testing and provides treatment for such communicable disease of patients and/or nurses who are non-members of the bargaining unit represented by this Agreement, the University shall offer such tests and treatment for bargaining unit nurses within the appropriate affected work areas at no cost to the nurses. In case of a work-incurred illness or injury which is compensable under the Workers' Compensation Act, the University shall provide such treatment to the nurse within the bargaining unit as may be required by the Act.

D. INPUT FROM THE PRACTICE COMMITTEE

Health and Safety issues identified and raised by the Nurse Practice Committee shall be presented to the appropriate Health and Safety Committee by the Director of Nursing.

ARTICLE 17
VACATION

A. VACATION CREDIT

1. A nurse is eligible to accumulate vacation credit if appointed at fifty percent (50%) or more of full-time for a period of six (6) months or more.

2. Until a campus implements the following Factor Accrual System, current accrual practices will remain in place.

3. After a campus implements the following Factor Accrual System, an eligible nurse shall earn vacation credit each month or quadri-weekly cycle based on the number of hours on pay status for that month or quadri-weekly cycle at the following rates:

Years of Qualifying Service	Per Hour on Pay Status*	Approximate Yearly Earning**	Maximum Accumulated Balance
Less than 10	.057692	15 days	240 hours
10 but less than 15	.069231	18 days	288 hours
15 but less than 20	.080769	21 days	336 hours
20 or more	.092308	24 days	384 hours

* Hours on pay status, including paid holiday hours, but excluding all paid overtime hours.

** Full-time rate.

4. For campuses retaining the Table Accrual System, an eligible nurse shall earn vacation credit each month based on the number of hours on pay status for that month at the following rates:

a. ten (10) hours per month for a full-time nurse with less than ten (10) years of qualifying service;

b. twelve (12) hours per month for a full-time nurse with at least ten (10) but less than fifteen (15) years of qualifying service;

c. fourteen (14) hours per month for a full-time nurse with at least fifteen (15) but less than twenty (20) years of qualifying service; and

d. sixteen (16) hours per month for a full-time nurse with twenty (20) years or more of qualifying service.

5. A month of service at one-half (½) time or more is a month of qualifying service.

6. A nurse is eligible to earn vacation credit from her/his date of hire, prorated in accordance with the above, if appointed at fifty percent (50%) or more of full-time for a period of six (6) months or more. A nurse who is not eligible to earn vacation because of a part-time or short term appointment becomes eligible to earn vacation after six (6) continuous months or quadri-weekly cycles on pay status at fifty percent (50%) time or more. Time on pay status in excess of a full-time work schedule does not earn vacation credit.

7. Earned vacation for each month or quadri-weekly cycle is credited on the first day of the following month or quadri-weekly cycle, except that proportionate vacation credit for an eligible nurse who is separating from employment shall be credited at the completion of the last day on pay status. A full-time nurse on the Factor Accrual System may earn vacation credit to a maximum stated in §A.3., above. A full-time nurse on the Table Accrual System may earn vacation credit to a maximum of two (2) times the nurse's annual accumulation rate. A part-time nurse may earn vacation credit to the same maximum number of hours as a full-time nurse with comparable years of service.

B. VACATION SCHEDULING

1. A nurse may request vacation. When vacation schedules are established, they shall be established in accordance with normal scheduling practices and in accordance with the needs of the University. Vacation requests shall not be unreasonably denied. Criteria used in establishing vacation schedules include, but are not limited to: the nurse's skills and skill level, previous usage of the same time period by a nurse in the previous year, the nurse's preference for vacation dates, staffing levels, and/or the nurse's length of service in a manner determined by the employing unit.

2. An approved vacation request shall not be unreasonably canceled.

3. The University will endeavor to respond to a nurse's additional vacation request(s) within ten (10) calendar days of her/his request for use of vacation.

C. VACATION CREDIT USE

Vacation credit is accumulated from the date of hire. A nurse may use vacation from the date of accrual, but no vacation shall be used prior to the time it is credited.

D. VACATION MAXIMUMS

1. Prior to the date on which a nurse's vacation credit will reach the maximum allowable accumulation, the University shall provide her/him with at least ninety (90) days notification.

2. The nurse shall request dates for use of the vacation at least sixty (60) days prior to the maximum accumulation. Upon request, a nurse shall be granted vacation before the nurse's accumulated credit reaches the maximum. If a vacation cannot be authorized due to operational considerations, the nurse shall have an additional three (3) months in which to take vacation to bring her/his accrual below the maximum. A request made at least thirty (30) days in advance for vacation to be taken during the three-month extension period will not be denied, provided the

requested vacation is not to be taken between November 15 and the following January 15. If a portion of the three month extension occurs between November 15 and the following January 15, the three month extension will be adjusted accordingly. During the extension, vacation shall continue to accrue.

E. VACATION PAY

1. Pay for accumulated vacation shall be at the nurse's straight-time rate including any shift differential for nurses permanently assigned to off-shift.

2. A nurse who separates from employment or who is granted extended military leave shall be promptly paid for any accumulated vacation through the nurse's last day of work, except that a nurse who is retiring may use accumulated vacation up to the effective date of retirement.

F. TRANSFER OF VACATION CREDIT

A nurse who is transferred, promoted, or demoted to another position at a University medical center or campus in which vacation credit can be accumulated shall have any accumulated vacation credit transferred. A nurse who is transferred, promoted, or demoted to a position at a University medical center or campus in which vacation credit does not accumulate shall be paid for any accumulated vacation at the time of transfer. A nurse who is transferred, promoted, or demoted to or from a Lawrence Berkeley Laboratory position shall be paid for any accumulated vacation at the time of transfer.

ARTICLE 18
HOLIDAYS

A. UNIVERSITY HOLIDAYS

1. The University shall observe the following days as administrative holidays:

   New Year's Day
   Martin Luther King, Jr. Day
   Third Monday in February (or announced equivalent)
   Last Monday in May
   Fourth of July
   Labor Day
   Veterans Day (except LBNL)
   Thanksgiving Day
   Friday following Thanksgiving Day (or announced equivalent)
   December 24 (or announced equivalent)
   Christmas Day
   December 31 (or announced equivalent)
   One Administrative Holiday to be selected by the University except as provided in §B., below.

2. Unless an alternate day is designated by the University, when a holiday falls on Saturday, the preceding Friday is observed, and when the holiday falls on Sunday the following Monday is observed as a holiday.

3. Lawrence Berkeley National Laboratory observes the following days as administrative holidays: New Year's Day, Martin Luther King, Jr. Day, Third Monday in February (or announced equivalent), Last Monday in May, Fourth of July, Labor Day, Thanksgiving Day, Friday following Thanksgiving Day (or announced equivalent), December 24 (or announced equivalent), Christmas Day, December 31 (or announced equivalent), and one Administrative Holiday to be selected by the Lawrence Berkeley National Laboratory.

B. PERSONAL HOLIDAY FOR NURSES AT MEDICAL CENTER HOSPITALS AND UCSD CAMPUS

1. Each member of the unit who works at a medical center hospital or clinic who is not working on an academic calendar shall be entitled to one (1) personal holiday in lieu of the administrative holiday mentioned above, under the following circumstances:

a. The nurse is a member of the unit on May 1, 2002, and each contract anniversary date thereafter, and

b. The nurse uses the (1) day between May 1 and April 30 of each year. In the event the nurse does not use the Personal Holiday time prior to January 31, the University may schedule the use of the holiday prior to April 30. In the event the nurse does not use the Personal Holiday time prior to April 30, the Personal Holiday time will be, at the discretion of the University, either converted to compensatory time and placed into the nurse's holiday compensatory time bank, or paid by the University.

2. The University shall grant such requests in accordance with hospital and clinic scheduling needs and shall not be unreasonably denied.

C. MAJOR HOLIDAYS

Major holidays are designated for scheduling purposes, only. Major holidays are defined as Thanksgiving and the day after, December 24 and Christmas, and December 31 and New Year's Day. The University will guarantee each member of the unit the opportunity to take one (1) of those two-day periods off regardless of the dates on which the University celebrates those holidays. Census permitting, the University will endeavor to grant one (1) additional two-day period. Straight time holiday pay eligibility shall be determined by the official University holiday schedule.

D. HOLIDAY TIME/PAY

1. **Compensation for Holidays**

All eligible nurses shall receive holiday time for the holidays provided for in this Article, except as provided in §B., above, whether or not the holiday is worked. Payment for the holiday shall be by actual straight time pay unless the nurse and the University mutually agree to straight time compensatory time off.

a. An eligible full-time nurse shall receive eight (8) hours of holiday time, regardless of her/his work schedule.

b. An eligible part-time nurse in pay status at least fifty percent (50%) of the hours in the appropriate pay cycle, excluding holiday hours, shall receive proportionate holiday time, up to the maximum of eight (8) hours per holiday. Such holiday time is calculated on the number of hours in pay status in the month (for monthly paid nurses) in which the holiday falls, or (for bi-weekly paid nurses) the two pay periods immediately preceding the pay period in which the holiday occurs.

2. **Pay for Holidays Worked**

In addition to the §D.1., above, a nurse shall be paid for all hours actually worked on the named holidays in accordance with the following:

a. A nurse shall be paid at the rate of time and one-half (1½ X) regular pay for hours actually worked on the following holiday dates, only, and no alternate dates may be designated by the University:

1) New Year's Day (January 1)
2) Martin Luther King Jr. Day (nationally designated day)
3) Memorial Day (nationally designated day)
4) Fourth of July
5) Labor Day (nationally designated day)
6) Thanksgiving Day (nationally designated day)
7) December 24
8) Christmas Day (December 25th)

b. A nurse shall be paid regular pay at the straight-time rate for hours actually worked on all other holidays.

3. **Holiday Time as Compensatory Time**

When Holiday time is placed in a compensatory time bank, such bank shall be a straight-time holiday bank, and shall be kept separate from any other compensatory time bank. Holiday compensatory time banks shall be paid out in accordance with Article 14, §K.3., Compensatory Time Bank.

E. RELIGIOUS OBSERVANCE

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

F. ELIGIBILITY

An eligible full-time nurse on pay status on the nurse's last scheduled work day before the holiday and first scheduled work day after the holiday shall receive holiday pay. No nurse shall receive holiday pay for any holiday which is immediately preceded by or followed by an unauthorized absence or a disciplinary suspension.

G. TEMPORARY LAYOFF

A full-time nurse on a temporary layoff of not more than twenty (20) calendar days, including holidays, shall receive pay for any holiday which occurred during that period.

H. LAWRENCE BERKELEY NATIONAL LABORATORY

Policies, procedures, definitions, and qualifications relative to holiday pay for new, rehired, or terminating full-time employees shall remain in effect for employees at the Laboratory and shall supersede the provisions of §D., above where in conflict.

ARTICLE 19
SICK LEAVE

A. ACCUMULATION OF SICK LEAVE CREDIT

1. After a campus implements the Factor Accrual System, an eligible nurse shall earn sick leave credit at the rate of .046154 hours per hour on pay status, including paid holiday hours but excluding all paid overtime hours.

2. For campuses retaining the Table Accrual System, an eligible nurse shall earn sick leave credit at the rate of eight (8) hours per month for full-time employment. Sick leave credit is earned proportionately, as set forth in the Sick Leave Credit Table below, for hours on pay status over one-half (1/2) of the full-time working hours of the month but less than full-time.

3. Until a campus implements the Factor Accrual System, current accrual practices will remain in place.

Sick Leave Credit Table

Number of Hours on Pay Status				Percent of Time on Pay Status	Hours of Sick Leave Earned
160-Hour* Month	168-Hour* Month	176-Hour* Month	184-Hour* Month		
0-79	0-83	0-87	0-91	0-49	0
80-89	84-94	88-98	92-103	50-56	4
90-109	95-115	99-120	104-126	57-68	5
110-129	116-136	121-142	127-149	69-80	6
130-149	137-157	143-164	150-172	81-93	7
150-160	158-168	165-176	173-184	94-100	8

* Hours on pay status, including paid holiday hours, but excluding all paid overtime hours.

4. A nurse must be on pay status for at least one-half (1/2) of the working hours of a month or quadri-weekly cycle to earn sick leave credit for that month or quadri-weekly cycle. Time on pay status in excess of a full-time work schedule does not earn sick leave credit. Sick leave is earned during leave with pay. The number of sick leave hours which may be accumulated is unlimited. For the purposes of this Agreement, a quadri-weekly cycle is defined as two bi-weekly pay periods designated by the University to be considered as one unit for the purpose of leave accrual.

5. For nurses on either system, earned sick leave for each month or quadri-weekly cycle is credited on the first day of the following month or quadri-weekly cycle, except that proportionate sick leave credit for an eligible nurse who is separating from employment shall be credited at the completion of the last day on pay status.

B. ELIGIBILITY AND USE OF ACCUMULATED SICK LEAVE

Sick leave cannot be used in excess of the nurse's normally scheduled hours of work for the day or days for which the sick leave is claimed. Sick leave shall not be used prior to the time it is credited nor shall sick leave be used beyond a predetermined separation date. Sick leave is to be used for personal illness or disability, medical or dental appointments, and, as provided below, for illness or death of a family member. No nurse shall be disciplined for reasonable use of sick leave.

C. PREGNANCY-RELATED USE OF SICK LEAVE

Accumulated sick leave shall be used by a nurse for pregnancy-related illnesses or disabilities, beginning on the date of delivery or confinement for delivery, whichever is earlier, but not beyond the period that she is physically unable to perform the normal duties of her job, or beyond a predetermined date of separation. Sick leave usage due to pregnancy disability shall not exceed the period of verified disability. In the case that the nurse's accumulated sick leave is less than the period of verified disability, she shall be granted an unpaid medical leave of absence in accordance with Article 20, Leaves of Absence, §D.

D. SICK LEAVE VERIFICATION

The University may require reasonable proof sufficient to justify the nurse's sick leave absence when an absence exceeds three (3) consecutive scheduled days of work; or for shorter periods with good cause and prior notice to the nurse.

E. FAMILY ILLNESS

1. A nurse shall be permitted to use not more than thirty (30) calendar days of accrued sick leave in any calendar year when the nurse is required to be in attendance or to provide care because of illness of the nurse's spouse, parent, grandparent, child, grandchild or sibling. This provision also covers other related person(s) residing in the nurse's household.

2. When sick leave is used as provided in this Section for a nurse to care for a child, parent or spouse as defined in Family Care Leave Article 20, §C.6.b., such time shall be deducted from the Family Care Leave entitlement of twelve (12) weeks in a twelve (12) month period.

F. ILLNESS DURING VACATION

If, while on vacation a nurse becomes ill and is under the care of a physician and submits a physician's statement, the nurse may use sick leave for the personal illness. Use of sick leave for the care of a family member is not covered during the nurse's vacation.

G. TRANSFER OF SICK LEAVE

1. A nurse transferred, promoted, or demoted without a break in service to or from a position within this unit shall have any accumulated sick leave transferred if the nurse is moving to a position in which sick leave can be accumulated.

2. A nurse transferred, promoted, or demoted out of this unit shall have any accumulated sick leave transferred if the nurse is moving to a position where sick leave can be accumulated. A nurse transferred, promoted, or demoted out of this unit to a position which is not eligible for sick leave shall have the nurse's accumulated sick leave held in abeyance or paid out, at the nurse's option. If the nurse should subsequently move without a break in service to a position within the University which is eligible for sick leave, the previously accumulated sick leave would be restored. A nurse who is laid off and recalled into this unit within the nurse's period of recall eligibility shall have all accumulated sick leave from prior service reinstated.

3. A nurse who is transferred, promoted, demoted, recalled, or preferentially rehired into a different bargaining unit shall have the accumulation, use and transfer of sick leave governed by the policies and/or contracts covering nurses in that bargaining unit.

H. REINSTATEMENT OF SICK LEAVE

A nurse re-employed into this unit after a break in service of less than six (6) months shall have accumulated sick leave from prior service reinstated if the new position is one which is eligible for sick leave.

I. CONVERSION OF SICK LEAVE ON RETIREMENT

Upon retirement members of the University of California Retirement System shall have their accumulated sick leave converted to retirement service credit for each day of unused accumulated sick leave.

J. CATASTROPHIC LEAVE

Policies, procedures and definitions regarding Catastrophic Leave, shall remain in effect, for employees at the locations which have Catastrophic Leave Sharing programs currently in place.

ARTICLE 20
LEAVES OF ABSENCE

A. GENERAL PROVISIONS

1. Definition

The provisions of this Section (§A.1.a. - f.) are provided for general descriptive purposes, only, and are not subject to the grievance or arbitration provisions of this Agreement. Sections A.2. through and including G.6.b. (the end of the Article) are subject to the provisions of Article 27, Grievance Procedure, and Article 28, Arbitration.

a. The term Family Care and Medical Leave is used when referring to a leave connected with the federal Family and Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA), and/or the California Pregnancy Disability Act.

b. If a nurse who is eligible for a Family Care and Medical Leave takes a leave for her/his own serious health condition, (as defined in §C.1.a., below), the absence from work will be deducted from the nurse's Family Care and Medical Leave entitlement. If a nurse is ineligible for Family Care and Medical Leave or if the nurse has exhausted her/his leave year entitlement, an approved Disability Leave of absence or Personal Leave may be provided for the period(s) an eligible nurse is absent from work for verifiable medical reasons as provided in this Article.

c. Disability Leave is used to describe the medical leave of absence provided to nurses who are ineligible for FMLA and/or CFRA, or who have exhausted their entitlement to FMLA/CFRA.

d. Leaves of absence for pregnancy-related disability purposes may be granted under the provisions of FMLA, Pregnancy Disability, University Disability Leave, and/or Personal Leaves of Absence.

e. Non-medical leaves of absence for child-caring may be provided in accordance with provisions for FMLA, CFRA, University Childcaring Leave, and/or Personal Leaves of Absence. Such leaves may be paid or unpaid status as provided in this Article. If the non-medical leave of absence qualifies as a Family Care and Medical Leave as defined in §C., below, the absence from work, in paid or unpaid status, is deducted from the nurse's Family Care and Medical Leave entitlement.

f. Other non-medical leaves of absence without pay may be provided to nurses under the provisions of Personal Leave of Absence, as provided in §E., below.

g. Non-medical leaves of absence with pay may include leave for jury duty, voting, blood donations, attendance at certain administrative or legal proceedings, authorized emergencies, and some military leaves, as provided in this Article.

2. **Cumulative/Concurrent Nature of Leaves of Absence**

The different forms of Family Medical and Childcaring Leaves of Absence provided for in this Article, including University Disability Leave, run concurrently and are not cumulative or additive.

3. **Requests for Leave**

Requests for leaves of absence, except for leaves covered under the Family Care and Medical Leave (see §C.5.), both in paid and unpaid status and extensions to leaves of absence, shall be submitted in writing in accordance with departmental procedures sufficiently in advance of the requested leave date to provide the University time to assess the operational impact of granting the request, except as otherwise provided below. All requests for leaves of absence shall contain the requested beginning date and duration of the leave, and any additional information as required in this Article.

4. **Notice**

a. Except as provided in §C. Family Care and Medical Leave, when the need for leave is foreseeable, the nurse shall give the University thirty (30) calendar days written notice of the need for leave.

b. If the need for leave is unforeseeable or actually occurs prior to the anticipated date of a foreseeable leave, the nurse must provide notice of the need for leave as soon as practicable, but no later than five (5) calendar days after learning of the need for the leave.

5. **Certification for Medically-Related Leaves and Extensions**

a. University may require certification prior to leave starting - Upon written request from the University, a nurse must provide written certification satisfactory to the University for medically-related leaves no later than fifteen (15) days after learning of the need for the leave. The University may also require the nurse to provide recertification, before approving a nurse's request for an extension to the leave of absence. Failure to provide a certification or a recertification may result in the delay or denial of the request for leave.

b. Certification of ability to return to work from medical leaves - A nurse must provide evidence of the ability to return to work from a medical leave of

absence satisfactory to and subject to verification by the University. Such proof shall be provided by the nurse's health care provider and shall include, but shall not be limited to, a statement that the nurse is able to return and perform the essential assigned functions of her/his job, or, if the nurse is not able to return and/or fully perform the essential assigned functions of her/his job, the statement must specify the functions of the job the nurse is able to perform.

c. Extensions of leave - If there is a need to extend the medical leave, a nurse must notify the University in writing in accordance with departmental procedures prior to the expiration of the leave, and must furnish evidence of the continuing disability from the nurse's health care provider.

d. Extensions shall not be granted - A nurse shall not be granted a leave of absence beyond the ending date of the nurse's appointment or predetermined date of separation.

6. **Confirmation of Leave Status**

The denial or granting of the leave shall be communicated in writing to the nurse within ten (10) calendar days of receipt of all required information, including, if required, certification. If the leave is granted, the duration and terms of the leave and the anticipated date of return will be determined at that time.

7. **Pay Status While on Leave**

a. When a nurse is on an approved Leave of Absence for her/his own medically-related purposes, including pregnancy-related leave purposes, s/he must use accrued sick leave prior to being in unpaid status.

b. When a nurse is required to be in attendance or provide care because of illness of her/his grandparents, siblings or other related person residing in the nurse's household, s/he shall also be permitted to use not more than thirty (30) calendar days accrued sick leave pursuant to Article 19, Sick Leave, §E.

c. Other leaves of absence are unpaid, except as provided in §G., Paid Leaves of Absence. However, a nurse on an unpaid leave may use accrued vacation, sick leave, and/or compensatory time to remain in pay status, in accordance with the provisions of this article relative to the type of leave taken.

8. **Duration**

The duration of different leaves of absence vary, and are specifically covered in the relevant sections of this Article.

9. **Benefit Eligibility While on Leave Without Pay**

a. If a nurse is in pay status for at least fifty percent (50%) of a calendar month or quadri-weekly cycle in which a leave of absence in unpaid status occurs, s/he will receive a prorated vacation, sick leave, and retirement credit for that time.

b. An eligible nurse on approved leave without pay, except as provided in §C.9., below, may elect to continue certain University-sponsored benefit coverage for up to the time specified in the insurance regulations by remitting premiums due, as instructed in the plan documents, during the period of the approved leave. The group insurance regulations and the regulations of the retirement systems determine the effects of leave in unpaid status on University benefits.

c. A nurse shall have University-provided health benefits continued for the period of the Family Care and Medical Leave in accordance with §C.9., below.

d. Approved leave without pay shall not be considered a break in service. If a nurse is on approved leave without pay for a full month or quadri-weekly cycle, sick leave, vacation, and seniority do not accrue. Retirement credit shall accrue in accordance with the provisions of the University of California Retirement Plan (UCRP) or the applicable retirement plan.

10. **Return to Work**

When a nurse has been granted an approved leave of absence and returns within four (4) months, s/he shall be reinstated to the same position in the same department upon expiration of the leave. When a nurse has been granted an approved leave of absence and returns after four (4) months, s/he shall be reinstated to the same or a similar position in the same department upon expiration of the leave. If the position held has been abolished during the leave, the nurse shall be afforded the same considerations which would have been afforded had that nurse been on pay status when the position was abolished. For nurses returning after a Family Care and Medical Leave, see the provisions of §C.10.b. below. For nurses returning after a Pregnancy Disability Leave of Absence, see the provisions of §D.4., below.

11. **Medical Separation**

A nurse who receives long term disability payments from a retirement system to which the University contributes may be medically separated from employment in accordance with the provisions of Article 24, Medical Separation.

B. UNIVERSITY DISABILITY LEAVES OF ABSENCE

1. **General Provisions**

University Disability Leaves (UDL) without pay of up to six (6) months are provided for non-work related illnesses, injuries, or serious health conditions (including pregnancy disability) which cause the nurse to be medically incapable of performing essential assigned functions of her/his job for the period during which the disability is verified. Time used by the nurse qualifying under FMLA Leave is contained within the total University Disability Leave of six (6) months. A disability leave requires the use of accumulated sick leave prior to the nurse being placed in unpaid status in accordance with the provisions of this Article and Article 19, Sick Leave. In the event a nurse's accumulated sick leave is exhausted, the nurse may elect to use accumulated vacation or compensatory time prior to being placed in unpaid status.

a. In the event a nurse eligible for a UDL is also eligible for a FMLA leave, the two leaves will run concurrently and the FMLA leave provisions will apply.

b. In the event a nurse with a verified disability is not eligible for FMLA leave, the provisions of this Section will apply to her/his medical leave.

2. **Eligibility**

A nurse may be eligible for a disability leave of absence when s/he has furnished evidence of disability satisfactory to the University that s/he is medically incapable of performing the essential assigned functions of her/his job due to a non-work related illness or injury, and

a. has exhausted her/his twelve (12) workweek Family Care and Medical Leave entitlement in the leave year; or

b. is not otherwise eligible for Family Care and Medical leave; or

c. has exhausted her four (4) month Pregnancy Disability Leave entitlement.

3. **Duration**

a. When the use of accumulated sick leave, any other paid time off, and a disability leave in unpaid status are combined, the total medical absence from work may not exceed six (6) months. However, if a nurse has more than six

(6) months of accumulated sick leave, a disability leave can continue until the accumulated sick leave is exhausted, provided disability is verified during the entire period.

b. If the nurse submits medical verification satisfactory to the University that s/he remains disabled for more than the six (6) months covered by UDL, or beyond the exhaustion of accumulated sick leave in excess of six (6) months, a Personal Leave may be granted at the sole non-grievable discretion of the University. If a Personal Leave is not granted, a nurse may be medically separated from employment in accordance with the procedures established in Article 24, Medical Separation.

c. A nurse on an approved University Disability Leave under this Section shall have return to work rights in accordance with §A.10., of this Article.

d. For nurses on a Pregnancy Disability/Childcaring Leave, see §D. of this Article.

C. FAMILY CARE AND MEDICAL LEAVE

Family Care Leave includes parental (childcaring) leave and leave to care for the serious illness of the nurse's family members as defined in §C.1.f., below. Medical Leave is provided for the nurse's own serious health condition, only.

1. Definitions

a. A nurse's own serious health condition is an illness, injury, impairment, or physical or mental condition, that renders the nurse incapable of performing any of the essential functions of her/his position and involves: inpatient care in a hospital, hospice, or residential medical care facility; or continuing treatment by a health care provider for a period of incapacity of more than three (3) consecutive calendar days; or any period of incapacity or treatment due to a chronic serious health condition; or any period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective.

b. Medical leave under FMLA, CFRA and PDL is leave granted for the nurse's own serious health condition which makes the her/him unable to perform any one or all of the essential assigned functions of the nurse's position. A nurse disabled because of pregnancy-related conditions is covered under §D.1., Pregnancy Disability.

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

d. Parental (childcaring) leave is to care for the nurse's newborn or a child who has been placed with the nurse for adoption or foster care.

e. Family illness leave is leave to care for the nurse's family member with a serious health condition.

f. A family member for the purposes of family care leave is the nurse's biological, adopted, or foster child, stepchild or legal ward who is under eighteen (18) years, or an adult dependent child; a biological, foster, or adoptive parent, stepparent or legal guardian, or spouse, or an individual who stood in loco parentis while the nurse was a child or for whom the nurse acts as a parent.

g. A health care provider is an individual who is licensed in California or is duly licensed in another State or jurisdiction, to hold either a physician's and surgeon's certificate or an osteopathic physician's and surgeon's certificate, or who is duly licensed as a podiatrist, dentist, clinical psychologist, optometrist, chiropractor (limited to the treatment of the spine to correct a

subluxation as demonstrated by x-ray to exist), nurse practitioner or nurse mid-wife performing within the scope of her/his duties, or Christian Science practitioner or any health care provider that the nurse's health plan carrier recognizes for purposes of payment.

h. "1,250 hours of actual service", used for the purposes of determining FMLA eligibility, means time actually worked and does not include any paid time off including, but not limited to, a nurse's use of accrued vacation, compensatory time, or sick leave, nor does it include time paid for holidays not worked or time spent in unrestricted on-call status.

2. **Eligibility**

a. Nurses who have at least twelve (12) cumulative months of University service and who have at least 1,250 hours of actual hours worked during the twelve-month period immediately preceding the initiation of the leave are eligible for and shall be granted up to a total of twelve (12) workweeks of Family Care and Medical Leave in the leave year. For the purposes of this Section, all University service, including service with the Department of Energy Laboratories run by the University, are used to calculate the twelve (12) month service requirement.

b. The University shall determine whether the nurse is eligible and qualifies for a Family Care and Medical Leave and shall notify the nurse, in writing, when the leave is designated or provisionally designated as Family Care and Medical Leave. The duration and terms of the leave and the date of return are determined when the leave is granted. Extensions, if any, up to an aggregate of twelve (12) workweeks in the leave year may be granted in accordance with this Section.

3. **Calculating FMLA Leave**

Family Care and Medical Leave is unpaid leave, although a nurse may use accrued sick leave in accordance with the provisions of Article 19, §E., or vacation leave to remain in pay status during a FMLA leave. In the event the University approves a nurse's request to use Compensatory Time for any FMLA-eligible purpose, such time cannot be counted against the FMLA period, and will serve to extend the total leave period. Otherwise, all paid time off used for family care and/or medical leave purposes shall be deducted from the twelve-workweek Family Care and Medical Leave maximum. §C.7., details the use of accrued paid leave during FMLA eligibility and use.

4. **Personal Leave After Exhaustion of FMLA/CFRA Leave Entitlements**

If a nurse has exhausted her/his entitlement to Family Care and Medical Leave, s/he may apply for Personal Leave pursuant to this Article. The University shall not unreasonably deny a Personal Leave of Absence to a nurse who has a family-related need to be absent from work, but who does not meet the eligibility requirements of Family Care and Medical Leave. However, such nurse shall not be eligible for any of the rights or benefits attached to Family Care and Medical Leave.

5. **Notice**

a. When the need for leave is foreseeable, the nurse shall give the University at least thirty (30) calendar days notice of the need for leave. A nurse who fails to give thirty (30) days' notice for a foreseeable leave with no reasonable basis for the delay, may have the family care and/or medical leave delayed until thirty (30) days after the date on which the nurse provides notice.

b. If the need for leave is foreseeable due to a planned medical treatment or the supervision of a family member's medical treatment, the nurse shall make reasonable efforts to schedule the treatment so as to avoid disruption to the University's operations.

c. If the need for leave is unforeseeable or actually occurs prior to the anticipated date of a foreseeable leave, the nurse shall provide the University with as much notice as practicable, but no later than five (5) calendar days after learning of the need for the leave.

6. **Certification**

a. For the Nurse's Own Serious Health Condition

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

1) a statement as to whether the nurse is unable to perform any of the essential assigned functions of the nurse's position including a statement of the function(s) the nurse is unable to perform, and

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

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

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

b. If Leave is Requested for the Nurse's Family Member

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

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

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

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

c. Certification/Recertification

Should there be any question regarding the validity of the nurse's certification for her/his own serious health condition, the University may, at its discretion, require the nurse to obtain a second medical opinion from a second health care provider selected by the University. Should the second medical opinion differ from the opinion of the nurse's own health care provider, the University may require a third medical opinion from a third health care provider, jointly

agreed to by the nurse and the University. The University shall bear the cost of the second and third opinions and the third opinion shall be final.

1) If additional leave is requested or should the circumstances of the leave change the University may require the nurse to obtain re-certification. Requests for subsequent certification shall be confirmed in writing.

2) If certification and/or re-certification is required, or if the nurse fails to provide requested certification, s/he shall have fifteen (15) calendar days of the University's request to submit such certification, when practicable. Failure to provide certification for a foreseeable leave within the requested time may result in delay of the leave until the required certification is received. Failure to provide or perfect certification for an unforeseeable leave within the requested time period, may result in discontinuance of the leave until the required certification is provided. If the nurse fails to provide the required certification and the leave has not begun, the request for family and/or medical leave will be denied. If the leave has begun, the leave may be discontinued, at the University's discretion; however, any leave taken need not be considered Family Care and Medical Leave.

7. **Use of Accrued Paid Leave**

Family Care and Medical Leave is unpaid, however:

a. A nurse on leave for her/his own serious health condition shall use accrued sick leave in accordance with the University's disability plan or as provided in Article 22, Work Incurred Injury or Illness. Nurses not eligible for University disability benefit and not on leave due to a work-incurred injury or illness shall use all accrued sick leave prior to being in unpaid status. If sick leave is exhausted, a nurse may elect to use accrued vacation time prior to being in unpaid status.

b. A nurse on Family Care Leave for Family Illness may use sick leave up to thirty (30) calendar days sick leave to care for the ill family member; pursuant to Article 19, Sick Leave, §E., and/or s/he may elect to use accrued vacation time prior to being in unpaid status.

c. A nurse on Family Care Leave for Childcaring Leave may elect to use accrued vacation time prior to being in unpaid status.

8. **Duration**

a. Family Care and Medical Leave shall not exceed twelve (12) workweeks in any twelve (12) month period and the leave year shall commence on January 1 of each calendar year. In the event University policy and/or State or Federal law result in a different date of commencement for this twelve-month period, the commencement period for nurses in this bargaining unit shall conform to the commencement date generally applicable to other University employees.

b. For the purposes of Family Care and Medical Leave, twelve (12) workweeks is equivalent to 480 hours of scheduled work for full-time career nurses who are normally scheduled for eight (8) hours per day five (5) days per workweek (8/40) schedule.

c. For nurses who work other than an 8/40 work schedule, the number of Family Care and Medical Leave days for which the nurse is eligible shall be adjusted in accordance with their normal work schedule.

1) For the purposes of Family Care and Medical Leave, only, 480 hours shall be the equivalent of twelve (12) workweeks for full-time career nurses who are normally scheduled to work other than eight (8) hours per day, five (5) days each work week (8/40) schedule. While the use of Family Care and Medical Leave need not be consecutive, in no

event shall a nurse's aggregate use of Family Care and Medical Leave exceed a total of twelve (12) workweeks within the leave year.

2) For nurses who work part-time or a schedule other than an 8/40, the number of Family Care and Medical Leave hours to which the nurse is eligible shall be adjusted in accordance with her/his normal weekly work schedule. A nurse whose schedule varies from week to week is eligible for a pro-rated amount of Family Care and Medical Leave based on her/his hours worked over the previous twelve (12) weeks preceding the leave.

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

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

9. **Continuation of Health Benefits**

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

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

10. **Return to Work**

a. Medical Release to Return to Work

A nurse who has been granted a Family Care and Medical Leave for her/his own serious health condition shall provide the University with a medical release acceptable to the University prior to returning to work. Failure to provide a medical release to return to work may result in the delay of reinstatement until the nurse submits the required medical release certification.

b. Placement on Return to Work

When a nurse has been granted an approved Family Care and Medical Leave of absence and returns within twelve (12) workweeks of the initiation of the leave, s/he shall be reinstated to the same position in the same department upon expiration of the leave. If the position has been abolished or otherwise affected by layoff, and an equivalent position is not available, the nurse shall be afforded the same considerations under Article 23, Layoff, which would have been afforded had the nurse been on pay status when the position was abolished or affected by layoff. A nurse shall not be granted a leave of absence beyond the ending date of the nurse's appointment or predetermined date of separation. For nurses returning after other approved leaves, see §A.10. above, or after Pregnancy Disability Leave, see §D.4. below.

11. **Leave for Childcaring**

a. Family Care and Medical Leave for Childcaring purposes shall be granted following the birth or placement of a nurse's child for adoption or foster care. Such leave must be concluded within one (1) year of such birth or placement.

b. A nurse who gave birth to a child shall be granted, upon request, childcaring leave for six (6) months immediately following the birth of her child. A nurse who has otherwise acquired a child through adoption, foster care, or as the father of a child shall be granted four (4) months childcaring leave of absence. In the event a nurse who gave birth to a newborn had taken Pregnancy Disability Leave requests Childcaring Leave following the birth of her child, she may be eligible for additional leave in accordance with §D., Pregnancy Disability and Childcaring Leave.

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

D. PREGNANCY DISABILITY AND CHILDCARING LEAVE

A nurse who is disabled during pregnancy and delivers a child may combine accumulated sick leave, vacation time, Compensatory Time, Pregnancy Disability Leave and/or family care leave and any other paid or unpaid time off for the purposes of bearing and caring for a newborn child. Such a nurse's entitlement for a total absence from work shall not exceed twelve (12) months, as necessary and as provided below:

1. Pregnancy Disability Leave

During the period of verified pregnancy-related and/or childbearing disability, a nurse is entitled to and shall, upon request, be granted up to four (4) months Pregnancy Disability Leave for pregnancy/childbearing disability purposes. If the nurse is eligible for FMLA leave, such leave shall be deducted from the nurse's federal FMLA leave entitlement.

a. If the pregnancy-related/childbearing medical disability continues beyond four (4) months, a University Disability Leave of absence may be granted in accordance with §B., above, for a total disability absence not to exceed six (6) months.

b. Pregnancy Disability Leave may consist of leave with or without pay; however, a nurse shall be required to use accrued sick leave in accordance with the University's Disability Plan. If sick leave is exhausted, the nurse may elect to use accrued vacation time or accrued compensatory time prior to being in unpaid status.

c. When medically necessary, and supported by medical certification, the University shall grant a nurse Pregnancy disability Leave on a reduced work schedule or on an intermittent basis including absences of less than one day. Only the time actually spent on the intermittent or reduced leave schedule shall be counted towards the nurse's entitlement of four (4) months in any twelve (12) month period.

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

e. When medically necessary and supported by medical certification, the University shall grant a nurse Pregnancy Disability Leave on a reduced work

schedule or on an intermittent basis including absences of less than one day. Only the time actually spent on the intermittent or reduced leave schedule shall be counted towards the nurse's entitlement of four (4) months in any twelve (12) month period.

2. **Combined Pregnancy Disability and Childcaring Leave**

a. When a nurse takes Pregnancy Disability Leave and Childcaring Leave, she may be eligible for up to six (6) months of University Disability Leave of Absence for the period of her verified pregnancy disability. In addition to the University Disability Leave of Absence, she is eligible to receive up to six (6) months of childcaring leave upon request. Included within this provision, she may be entitled to the greater of the following:

1) for nurses who are FMLA-eligible, pregnancy disability leave for a period of up to four (4) months when combined with CFRA childcaring leave for a period of up to twelve (12) workweeks, the total not to exceed seven (7) months; or

2) for career nurses, a leave of up to six (6) months following the birth date of the child (this period includes all post-pregnancy disability leave).

b. In addition, once the nurse has exhausted the greater of the leaves described in §D.2., above, she may be granted a Personal Leave of Absence at the sole non-grievable, non-arbitrable discretion of the University.

3. **Continuation of Benefits**

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

4. **Return to Work**

a. A nurse who has been given an alternate assignment and/or Pregnancy Disability Leave of Absence shall be reinstated to the same position in the same department provided the nurse returns to work immediately upon termination of the Pregnancy Disability Leave and provided that the aggregate duration of all leaves granted for a given pregnancy does not exceed four (4) months. When a nurse returns to work immediately following a FMLA/CFRA leave, she shall be reinstated to the same or equivalent job, including same shift. If the nurse has been on a leave for pregnancy/childcaring purposes beyond the FMLA/CFRA/PDL (Pregnancy Disability Leave) leave entitlements, or if she is not eligible for such leave entitlements, she shall be reinstated to the same or similar job which may be in a different department on a different shift.

b. When a nurse returns from Pregnancy Disability Leave, if the same position within the same department has been abolished or affected by layoff, the nurse shall be reinstated to a similar position in the same department. If a similar position is not available, the nurse shall be afforded the same considerations, in accordance with the provisions of Article 23, Layoff, which would have been afforded had that nurse been on pay status when the position was abolished or affected by layoff. The date of reinstatement is determined when the leave is granted.

5. **Continuation of Health Benefits**

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

E. PERSONAL LEAVE OF ABSENCE

A nurse in a career position may be granted a Personal Leave of Absence Without Pay at the sole discretion of the University and without recourse to the grievance and arbitration procedures of this Agreement, except as provided in §C.11., Leave for Childcaring.

F. FUNERAL/BEREAVEMENT LEAVE

In the event a nurse has a personal obligation with regard to funeral attendance/bereavement, up to five (5) days of accumulated sick leave, vacation, holiday, or accumulated compensatory time may, at the option of the nurse, be used. Accumulated sick leave will be used if the nurse does not exercise an option. Requests for such leave shall be made to the nurse's supervisor.

G. LEAVES OF ABSENCE WITH PAY

1. Jury Duty

A full-time nurse in a career position on any shift or work schedule shall be granted leave with pay for actual time spent on jury service and in related travel, not to exceed the number of hours in the nurse's normal work day and the nurse's normal workweek. A part-time nurse in a career position shall be granted leave with pay for actual time spent on jury service and in related travel which occur during the nurse's regularly scheduled hours of work. The University reserves the right to require verification of jury service. During the time a nurse is on jury duty, the University will make every effort to convert the nurse's scheduled work shift to a day shift basis.

2. Voting

A nurse who is scheduled to work eight (8) hours or more on the day of a statewide primary or general election day and cannot vote outside of working hours shall be granted a maximum of two (2) hours leave with pay for voting in the election.

3. Blood Donations

A nurse may be granted leave with pay, up to a maximum of two (2) hours, for donating blood during regularly scheduled hours of work.

4. Authorized Emergencies

A nurse may be granted leave with pay during regularly scheduled hours of work for the period of time authorized by the University due to natural or man-made emergencies.

5. Administrative or Legal Proceedings on Behalf of the University

When a nurse is attending administrative proceedings, other than proceedings pursuant to Article 27, Grievance Procedure and Article 28, Arbitration of this Agreement, or legal proceedings on behalf of the University, leave with pay will be granted for actual time spent in the proceedings and in related travel, not to exceed the number of hours in the nurse's normal work day and normal workweek. Such leave will be treated as time worked for the purposes of Article 14, Hours of Work of this Agreement.

6. Attendance at other Administrative or Legal Proceedings

a. When served with a subpoena which compels the nurse's presence as a witness, a full-time nurse in a career position on any shift or work schedule shall be granted leave with pay for actual time required to be present at the administrative or legal proceedings and in related travel, not to exceed the number of hours in the nurse's normal work day and the nurse's normal workweek. Similarly, a part-time nurse in a career position, when

subpoenaed, shall be granted leave with pay for time spent at the proceedings and in related travel which occur during the nurse's regularly scheduled hours of work.

b. Leave with pay shall not be granted when a nurse is the plaintiff or defendant in a proceeding, is called but not subpoenaed as a witness, or is called or subpoenaed as a paid expert witness not on behalf of the University, or is called or subpoenaed because of duties for another employer.

ARTICLE 21
MILITARY LEAVE

A. GENERAL PROVISIONS

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

B. ELIGIBILITY FOR PAY AND BENEFITS

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

1. The nurse has at least twelve (12) months of continuous University service immediately prior to the granting of the leave (any prior full-time military service shall be included in calculating this University service requirement); and

2. Such payment for temporary and extended military leave in any combination, in addition to any University payment for military leave for physical examinations, does not exceed the pay due for a period of thirty (30) calendar days in any one fiscal year.

3. **Part-Time Nurse**

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

4. **Ineligible Nurse**

   A nurse not eligible for military leave pay may have such absence charged to accrued vacation or accrued compensatory time off, or the military leave may be without pay.

5. **Monthly/Weekly Drills**

   Paid leave is not granted for inactive duty such as regular weekly or monthly meetings or weekend drills.

6. **Service Credit and Benefits**

   A nurse on temporary military leave for active-duty training or extended military leave, who is not on pay status, shall receive length-of-service credit, provided that the nurse returns to University service at the expiration of the leave in accordance with applicable State and Federal laws. Such nurse shall accrue vacation and sick leave and receive holiday pay only in accordance with Article 17, Vacation Leave; Article 19, Sick Leave; and Article 18, Holidays. If on pay status, provided that the nurse returns to University service at the expiration of the leave in accordance with applicable State and Federal Laws, the nurse shall receive regular benefits. Retirement benefits and service credit shall be continued in accordance with the

provisions of the applicable retirement system regulations. Health benefits may be continued at the nurse's request and expense for a limited period of time as outlined under the University's groups insurance regulations.

C. TEMPORARY MILITARY LEAVE FOR ACTIVE-DUTY TRAINING

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

D. EXTENDED MILITARY LEAVE

Extended military leave shall be granted to a nurse who enlists or is ordered into active duty in the United States Armed Forces or a reserve component or who is ordered into active Federal military duty as a member of the National Guard or Naval Militia. Such leave shall be granted for active-duty service of any length or for active-duty training in excess of one-hundred eighty (180) days.

1. **Period of Leave**

   A nurse shall be granted extended military leave for the initial period of enlistment, service, or tour of duty for a period not to exceed five (5) years. In addition, leave shall be granted for a period up to six (6) months from the date of release from duty if the nurse requests such extension.

2. **Service Credit and Benefits**

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

3. Sick leave credit shall be retained on the records.

4. **Probationary Nurse**

   A nurse who was serving a probationary period at the time extended military leave became effective shall be required to complete the probationary period upon reinstatement.

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

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

E. EMERGENCY NATIONAL GUARD LEAVE

Military Leave shall be granted to a nurse who as a member of the National Guard is called to active duty by proclamation of the Governor of the State of California during a state of emergency. A nurse who as a member of the National Guard is called to active federal military duty at the request of the President of the United States is not eligible for emergency National Guard leave, but shall be granted extended military leave as set forth in §D.

1. **Eligibility for Pay**

A nurse granted military leave for emergency National Guard duty is entitled to receive regular University pay for a period not to exceed thirty (30) calendar days in any one (1) fiscal year. A nurse is eligible for pay regardless of the length of University service, and such pay is in addition to any University payment for temporary military leave for active-duty training, extended military leave, and military leave for physical examinations.

2. **Benefits**

A nurse on military leave with pay for emergency National Guard duty shall receive all benefits related to employment which are granted when a nurse is on pay status. If not on pay status, the nurse shall receive length-of-service credit, provided that the nurse returns to University service immediately after the emergency service is over. Such nurse shall accrue vacation and sick leave and receive holiday pay in accordance with Article 17, Vacation Leave; Article 19, Sick Leave; and Article 18, Holidays.

F. PHYSICAL EXAMINATION

Military leave with pay shall be granted to a nurse in accordance with §B.2., regardless of length of service, when the nurse is required to take a pre-induction or pre-enlistment physical examination to fulfill a commitment under a Selective Service or comparable law, or during a period of war or comparable national emergency.

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

2. The University may require verification of a nurse's military orders to report for a physical examination.

G. REINSTATEMENT

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

ARTICLE 22
WORK-INCURRED INJURY OR ILLNESS

A. GENERAL CONDITIONS

A nurse unable to perform the normal duties of her/his job due to a work-incurred illness or injury compensable under the California Workers' Compensation Act may be granted leave for the duration of a verified disability but not to exceed twelve (12) months or a predetermined date of separation, whichever comes earlier. This Section defines the application of sick leave and vacation for nurses who are unable to work due to a work-incurred injury or illness compensable under the California Workers' Compensation Act, and provides extended sick leave benefits for such nurses when sick leave is exhausted and nurses are still unable to work because of such injury or illness. An approved leave of absence for work-incurred illnesses or injuries shall not be considered a break in service.

B. RETURN FROM WORK-INCURRED INJURY OR ILLNESS LEAVE

When possible, a nurse granted a Work-Incurred Injury or Illness Leave must provide the University with thirty (30) days notice of her/his ability to return to work. Upon receipt of the release to return to work, the University shall either reinstate the nurse to the same or a similar position in the same department or will determine what accommodation, if any, will be reasonably provided upon expiration of the leave. If the position held has been abolished

during the leave, the nurse shall be afforded the same considerations which would have been afforded had that nurse been on pay status when the position was abolished.

C. USE OF SICK LEAVE AND VACATION

1. A nurse who accumulates sick leave and vacation shall be permitted to use accumulated sick leave and vacation to supplement temporary disability payments received under the California Workers' Compensation Act.

2. Sick leave and vacation payments shall be the difference between the amount payable to the nurse under the Workers' Compensation Act and the nurse's regular salary.

3. The additional payment made to a nurse to provide the nurse with full salary prior to receipt of disability payments shall be deemed an advance temporary disability payment within the Workers' Compensation Act. A nurse who receives an advance temporary disability payment shall reimburse the University for such payment. The reimbursement is used to restore the proportionate sick leave and vacation credit as appropriate.

D. EXTENDED SICK LEAVE

1. A nurse who is receiving temporary disability payments on account of a work-related injury or illness and who has exhausted all accumulated sick leave shall receive extended sick leave payments from the University in an amount equal to the difference between payments from Workers' Compensation and eighty percent (80%) of basic salary plus any shift differential which the nurse would have received. If such nurse returns to part-time University duties, the earnings plus any temporary disability payments, if less than eighty percent (80%) of basic salary plus shift differential, shall be supplemented to eighty percent (80%) by extended sick leave payments, provided the nurse continues to be medically authorized for Workers' Compensation temporary disability. Total extended sick leave payments shall not exceed twenty-six (26) weeks for any one (1) injury or illness.

2. An eligible nurse who does not have sufficient accumulated sick leave to cover the three (3) calendar days' waiting period for receiving Workers' Compensation payments shall receive extended sick leave payment to cover any part of the waiting period not covered by sick leave. Payment shall be made only after determination that the injury or illness is compensable under Workers' Compensation.

3. A nurse who elects not to use all sick leave is not eligible for extended sick leave benefits.

E. EFFECT ON OTHER CONTRACT PROVISIONS

1. A nurse who is receiving temporary disability payments and supplemental sick leave or vacation as provided in §C., above, is considered on regular pay status for all purposes except completion of the probationary period. Sick leave and vacation accumulated during this period may be used as soon as they are accumulated.

2. A nurse who is receiving temporary disability payments and extended sick leave benefits as provided in §D., above, is considered to be on regular pay status for all purposes except completion of the probationary period. However, sick leave and vacation accumulated during this period is credited to the nurse only upon return to work. If a nurse separates from University employment without returning to work, the nurse shall be paid for vacation for the period the nurse received extended sick leave payment.

3. A nurse on leave without pay and receiving temporary disability payments accumulates sick leave and vacation on the same basis as if regularly employed, but such accumulation is credited to the nurse only upon return to work. If the nurse separates from University employment without returning to work, no payment shall be made for such vacation credit.

4. A nurse shall not use vacation, sick leave, or extended sick leave to supplement Workers' Compensation payments beyond a predetermined date of separation or

leave without pay. Any vacation credit remaining on the date of separation shall be paid on a lump-sum basis.

ARTICLE 23
LAYOFF & REDUCTION IN TIME

A. GENERAL

1. The University shall determine when temporary, emergency, or indefinite layoffs shall occur. If, in the judgment of the University, a layoff is necessary, staffing levels will be reduced in accordance with this Article. The University shall determine the unit of layoff and which positions are to be subject to layoff.

2. Layoffs may be emergency, temporary or indefinite and may occur because of budgetary reasons, lack of work, reorganization, or redefinition of the University's or department's needs.

3. A layoff is an involuntary:

   a. separation from employment, or

   b. transfer to a non-career position, or

   c. reduction in appointment rate of a non-probationary career Nurse.

4. When the University determines that there is to be a change in a layoff unit within the bargaining unit, it shall give the Association advance notice of at least thirty (30) calendar days, if feasible. The Association reserves the right to meet and discuss the proposed change.

5. In advance of an indefinite layoff, the University shall provide a listing of the names and seniority of affected nurses in the designated layoff unit. The list shall include the least senior nurse in the unit to the most senior nurse to be laid off, and the next five (5) highest nurses on the list.

6. The University shall provide advance notice of at least thirty (30) days to the Association of any proposed subcontracting resulting in layoffs of Nurses.

7. Any transfers, unit closures or layoffs caused by reorganization or restructuring shall be subject to meeting and discussing with the Association.

B. DEFINITIONS

1. An emergency layoff is one for which the need occurs suddenly, and shall not affect an individual Nurse longer than sixty (60) normally scheduled hours of work.

2. A temporary layoff is one for which the University specifies an affected Nurse's date for return to work of not more than of one-hundred and twenty (120) calendar days.

3. An indefinite layoff is one for which the affected Nurse receives no date for return to work, or no date of restoration to her/his former appointment rate.

4. "Concurrent Notice to the Association" is sent no more than two (2) business days after written Notice of Layoff is provided to a Nurse.

C. EMERGENCY LAYOFF

1. **Alternatives to Layoff**

   In the event of a potential emergency layoff caused by a decrease in workload, the University shall attempt to reassign/cancel all non-career nurses as well as:

a. calling off registry, per diem and unit-based per diem nurses of that patient care unit impacted in that order,

b. assigning alternative employment where it exists and the Nurse is qualified for the work, or

c. scheduling the use of compensatory time, or

d. offering affected Nurses the opportunity to voluntarily use accrued vacation time or take a leave without pay.

Such alternatives to emergency layoff may be provided in an order determined by the University. If, however, after seeking and implementing available alternatives, the University determines that the need to lay Nurse(s) off continues to exist, the emergency layoff shall be implemented on a rotational basis.

2. **Notice**

An emergency layoff requires no advance notice. When an emergency layoff has occurred, the University shall notify the Association as soon as is reasonable under the circumstances. The notice shall describe the areas which have been affected.

D. TEMPORARY LAYOFF

If the University determines that a temporary layoff of one-hundred twenty (120) calendar days or less is imminent, it shall be implemented in accordance with the provisions of this Section.

1. **Alternatives to Layoff**

The University shall attempt to avoid a temporary layoff, or to ease its impact, by attempting to reassign/cancel all non-career nurses as well as implementing the following alternatives:

a. calling off registry, per diems and unit-based per diem nurses within the layoff unit in that order

b. temporarily reassigning the affected Nurse(s) to an alternative assignment for which s/he is qualified, or

c. scheduling the use of compensatory time, or

d. offering affected Nurse(s) the opportunity to use accrued vacation time.

2. **Notice**

a. When the University identifies particular Nurses to be affected by a temporary layoff, it shall give the individual Nurse written notice of the expected beginning and ending dates of the temporary layoff as follows:

1) The University shall give, if feasible, fifteen (15) calendar days' notice of the expected beginning and ending dates of the layoff to the affected Nurse(s).

2) If less than fifteen (15) calendar days' notice is granted, the affected Nurse(s) shall receive straight time pay in lieu of notice for each additional day the Nurse(s) would have been on pay status had the Nurse(s) been given fifteen (15) calendar days' notice. Pay in lieu of notice is provided for reductions in appointment rate only up to the Nurse(s) pre-layoff appointment rate.

3) For conversion from temporary layoff to indefinite layoff, the University shall give fifteen (15) calendar days' notice, if feasible.

4) If the ending date of the temporary layoff is changed, the University shall give the affected Nurse such advance notice as is practicable. The Nurse shall return to work on the date provided in the notice.

a) The Nurse shall make every reasonable attempt to return to work on the date provided in the §2.a.4.), Notice, above, and will notify the University in advance if unable to do so. The University and the Nurse shall attempt to establish a mutually agreeable return date and the Nurse's reasonable request to postpone her/his return shall not be unreasonably denied. If the University cannot reasonably accommodate the Nurse, s/he will be considered to have resigned effective on the date provided in the notice in §D.2.a.), above.

5) Notice of a change in temporary layoff dates does not invoke the 'pay in lieu of notice' provisions of this Article.

b. When the University determines that a temporary layoff is imminent, it shall give the Association such advance notice as is reasonable under the circumstances. The notice shall describe the general area(s) which may be affected. The University shall notify the Association concurrent with notification to affected Nurses that they are to be laid off, or that changes in the temporary layoff dates have occurred.

3. **Conversion of Temporary to Indefinite Layoff**

In the event the University converts a temporary layoff to an indefinite layoff, the affected Nurse shall be provided all rights under §E., Indefinite Layoff, beginning at the time of notification of conversion.

E. INDEFINITE LAYOFF

If the University determines that an indefinite layoff is imminent, it shall be implemented in accordance with the provisions of this Section.

1. **Alternatives to Layoff**

The University shall attempt to avoid an indefinite layoff, or to ease its impact, by implementing the following alternatives:

a. Calling off registry, travelers, per diem and unit-based per diem nurses within the layoff unit in that order,

b. Offering affected Nurse(s) an active vacant career position, if any, at the same appointment rate, at the same salary level as determined by the salary range maximum within the bargaining unit within the facility, provided the Nurse is qualified for the vacant position, or

c. Offering the use of accrued vacation and/or compensatory time, in accordance with the needs of the University.

d. Offering career Nurses priority acceptance into existing Medical Center based training programs, as long as minimum requirements are met.

2. **Selection for Layoff**

a. Seniority is determined by the nurse's most recent date of hire into a career position at the University, including continuous employment at Mt. Zion Hospital or Santa Monica Hospital prior to acquisition by the University. Nurses hired on the same day shall be prioritized according to alphabetical order.

b. The order of indefinite layoff of Nurses in the same classification and specialty within the unit of layoff shall be in inverse order of seniority.

c. The University may retain Nurses irrespective of seniority who possess special knowledge, skills, or abilities which are not possessed by other Nurses in the same classification in the layoff unit and which are necessary to perform the ongoing functions of the affected area.

1) If a Nurse with less seniority is to be retained, the University shall notify the Association in writing of the special knowledge, skills, or abilities which support the retention of the less senior Nurse.

2) Nurses in the unit(s) affected by the layoff who have more seniority than those Nurses designated for layoff may volunteer to waive their seniority rights solely in order to be designated for the layoff. Such waiver may be approved by the University, provided that the needs of the University, as determined by the University, are met.

3) The Nurse(s) who has been designated for layoff in accordance with §E.2.c.2), above, shall be provided all rights under §E.4. and §E.5., below, beginning at the time of notification of indefinite layoff.

d. <u>CN III Seniority Rights</u>

1) When the University (except at UCLA) identifies a Medical Center funded CN III for layoff in accordance with this Article, the CN III shall be reclassified to a CN II position for which the CN III is fully competent within the layoff unit, or, at the nurse's option, she/he may be laid off in lieu of being reclassified. In the event the CN III chooses to be reclassified, a CN II will then be subject to layoff in accordance with this Article. The wage rate of the reclassified nurse shall be unchanged, provided that her/his wage is not above the wage range for CN II. In that event, the nurse's wage shall be the top rate of the CN II range. UCLA shall maintain its Reassignment Opportunity Program to retain UCLA nurses.

2) When UC San Francisco identifies a Medical Center funded CN III for layoff in accordance with this Article, the CN III may exercise seniority, and retain the CN III title, over the least senior CN II or CN III in the layoff unit, provided s/he has the required skills and abilities to perform in that role. If after six (6) months the nurse fails to demonstrate CN III competency, s/he will be reclassified downward to a CN II.

e. <u>Special Per Diem Scheduling</u>

For purposes of Indefinite Layoffs, Special Per Diem Nurses who possess appropriate competencies will be scheduled based on seniority with respect to other Per Diem Nurses.

3. **Notice**

a. When the University identifies particular Nurses to be affected by an indefinite layoff, it shall give individual written notice of the effective date of the layoff to each affected Nurse. Advance notice will be provided as follows:

1) For indefinite layoff, the University shall give thirty (30) calendar days' notice, if feasible.

2) If less than fifteen (15) calendar days' notice is granted, the Nurse shall receive straight time pay in lieu of notice for each additional day the Nurse would have been on pay status had the Nurse been given fifteen (15) calendar days' notice. Pay in lieu of notice is provided for involuntary reductions in appointment rate, only up to the Nurse(s) pre-layoff appointment rate.

b. A Nurse shall be provided all rights under §E.4. and §E.5., below, beginning at the time of notification of indefinite layoff.

c. When the University determines that a layoff is imminent, it shall give the Association such advance notice as is reasonable under the circumstances. The notice shall describe the general areas which may be affected. The University shall notify the Association concurrent with notification to affected Nurses that they are to be laid off.

4. **Recall**

a. Non-probationary career Nurses who are indefinitely laid off shall be recalled in order of seniority to an active vacant career position provided:

1) the position is to be filled and is in the same classification and specialty within the layoff unit from which they were laid off, as determined by the University.

b. Probationary, per diem, and limited term Nurses shall not have a right to recall. Nurses who are eligible for recall with less than five (5) years of seniority shall retain recall eligibility for one (1) year. Nurses who are eligible for recall with five (5) years or more seniority shall retain recall eligibility for two (2) years.

c. The right to recall terminates:

1) at the end of the eligibility period; or

2) if a Nurse refuses and/or fails to respond to a University inquiry concerning the Nurse's desire to remain on the recall list for possible return to work; or

3) if a Nurse refuses or fails to respond to a written recall to work in the same classification and specialty within the home unit, at the same or greater appointment rate, and at the same or greater rate of pay earned by the Nurse at the time of layoff, or

4) if a Nurse refuses an offer of reemployment at the same or greater appointment rate, at the same or higher salary level as determined by the salary range maximum, and at the same or higher rate of pay earned by the Nurse at the time of layoff, or

5) if a Nurse accepts a career position within the University at the same or higher salary level as determined by the salary range maximum, the same or greater appointment rate, and the same or higher rate of pay earned by the Nurse at the time of layoff.

d. Recall rights, once terminated, may be reinstituted at the sole discretion of the University, upon the request of the Nurse.

5. **Preference for Reemployment**

a. A non-probationary career Nurse who is on indefinite layoff, or who has received written notice of an indefinite layoff shall be granted preference for reemployment or transfer to any active vacant career bargaining unit position at the same campus/Laboratory from which the Nurse was laid off and for which the Nurse is qualified when the position is to be filled and is:

1) at the same or lower salary level (as determined by the salary range maximum); and

2) at the same or lesser percentage of time as the position held by the Nurse at the time of layoff.

b. Preference for reemployment or transfer is not extended to probationary, per diem, or limited term Nurses. A regular status Nurse with preference for reemployment or transfer may be rejected only if the Nurse lacks qualifications required of the position sought.

c. Nurses eligible for preference for reemployment with less than five (5) years seniority at the time the layoff occurs shall retain preference for reemployment status for one (1) year. Nurses with five (5) or more years of seniority at the time the layoff occurs shall retain preference for reemployment for two (2) years.

d. The right to preference for reemployment terminates:

1) at the end of the eligibility period; or

2) if a Nurse refuses recall under the provisions of §E.4., Recall, above; or

3) if a Nurse refuses and/or fails to respond to a University inquiry concerning the Nurse's desire to remain on the preference for reemployment list; or

4) if a Nurse accepts a career position at the same or higher salary level as determined by the salary range maximum, at the same or higher salary rate paid at the time of layoff and at the same or higher appointment rate as the position held by the Nurse at the time of layoff; or

5) if a Nurse refuses to accept a position offered by the University at the same campus/laboratory which is at the same or higher salary level (as determined by the salary range maximum); and, is at the same or higher appointment rate held by the Nurse at the time of layoff.

e. The right to preference for reemployment continues during, but is not extended by, temporary periods of employment in casual and/or Per Diem positions.

6. **Severance (UCSF Only)**

a. A career employee who has received his/her notice of indefinite layoff may be offered severance pay in lieu of preferential rehire and recall rights. Each campus/hospital department shall, in each instance of layoff where severance is being offered in lieu of preferential rehire and recall rights make this offer to all employees in the department affected by the layoff. Severance pay shall be in accordance with the following:

b. Employees will receive one week of severance for each full year of service to a maximum of 16 weeks, and shall at a minimum, be guaranteed 2 weeks of severance pay.

c. The Association will be notified if an employee has been offered severance rather than recall and preferential rehire rights. Should, as a result of a grievance, arbitration, or settlement agreement related to the layoff, an employee be returned to work, the severance received will be deducted from the back pay award. In the event the employee does not have sufficient funds to repay the severance, a repayment schedule shall be agreed to by the employee and the University prior to the employee's return to work. An employee cannot be returned to work without first repaying the severance or signing a severance repayment agreement. The employee's failure to complete his/her severance repayment obligation shall not increase the University's back pay liability.

d. <u>Repayment of Severance</u>

Prior to receiving severance pay, an employee must sign an agreement to repay severance to the University if re-employed by the University at any of its locations within 16 weeks of layoff. In that event, the employee may retain that portion of the severance pay equal to the base pay he/she would have earned if not laid off. The balance is to be paid either in full at the time of re-employment or by payroll deduction.

F. CONTINUITY OF SERVICE UPON REEMPLOYMENT

1. A layoff of one-hundred twenty (120) calendar days or less does not create a break in service.

2. Reemployment in a career position within the period of right to recall or preference provides continuity of service and reinstates previous seniority.

3. Seniority accrues, and benefit accruals are accumulated, only when a Nurse is on pay status.

G. BENEFIT COVERAGE

1. Medical plan coverage may continue for up to four (4) calendar months after a temporary layoff begins. Medical plan contributions by the University are provided for a maximum of three (3) months in a calendar year for:

   a. Nurses on temporary layoff, or

   b. Nurses whose percent of straight time paid is, as a result of an emergency layoff or a temporary involuntary reduction in appointment rate, insufficient to qualify for the University's contribution.

   For medical plans to remain in force, Nurses on temporary layoff must remit to the University the amount of the Nurse's contributions, if any.

2. Nurses on temporary layoff beyond one-hundred twenty (120) calendar days in a calendar year may continue medical plan coverage beyond the period of continued University contributions by remitting the full premiums as required by COBRA. Nurses on indefinite layoff may continue medical plan coverage by remitting the full premiums as required by COBRA.

3. Retirement system regulations determine the effect on retirement benefits while a Nurse is on indefinite or temporary layoff.

ARTICLE 24
MEDICAL SEPARATION

A. GENERAL CONDITIONS

1. A nurse in the bargaining unit who becomes unable to perform the essential assigned functions of her/his position due to any disability or other medical condition may be medically separated pursuant to this Article. Prior to medical separation the University will determine what accommodations will be reasonably provided. A nurse in the unit who is medically separated is eligible for special reemployment procedures as set forth in §E., below. Except by mutual consent, a nurse in the unit shall not be medically separated under this Article while on any authorized leave of absence.

2. Except as provided in §C., below, a medical separation shall be based on:

   a. A University statement describing the essential functions the nurse in the unit is not performing satisfactorily; and

   b. any medical or other pertinent information provided by the nurse, the nurse's licensed health practitioner, or the University's physician or any other appropriate University officials.

   c. A medical separation may be based on the receipt of long term disability payments from a retirement system to which the University contributes, such as UCRS or PERS.

B. PROOF OF DISABILITY

Proof of the nurse's disability is required and is subject to verification by the University. When the University requests a medical opinion as verification of disability, the University shall bear the costs of the medical examination(s) requested.

C. NOTICE OF INTENT TO MEDICALLY SEPARATE

1. A written notice of intent to medically separate shall be given to the nurse either by delivery of the notice to the nurse in person, or by placing the notice of intent in the U.S. mail, first class postage paid, in an envelope addressed to the nurse at the nurse's last known home address. Proof of service shall accompany the notice of intent. The notice shall:

   a. inform the nurse of the action intended, the reason for the action and the effective date of the action; and

   b. inform the nurse 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 nurse. A nurse may request a reasonable amount of additional time to respond to the notice of intent to medically separate. Such requests shall not be unreasonably denied.

D. After review of the nurse's timely response, if any, the University shall notify the nurse of any action to be taken. An effective date of separation shall be at least fifteen (15) calendar days from the date of issuance of notice of intention to separate (pursuant to §C., above) or timely receipt of the nurse's response, if any, whichever is later.

E. REEMPLOYMENT

1. For a period of one (1) year following the date of a medical separation, a medically separated nurse may be selected for a position within the unit without the requirement that the position be publicized. However, if the former nurse is receiving disability benefits from a retirement system to which the University contributes the period shall be three (3) years from the date benefits commenced. In order to be eligible for rehire under this Article, the medically separated nurse must provide a medical certification describing in detail the medically separated nurse's ability to return to work.

2. If a non-probationary career nurse separated under this Article is reemployed within one (1) year, a break in service does not occur. If a non-probationary career nurse is receiving disability payments from a retirement system to which the University contributes and is reemployed within three (3) years, a break in service does not occur.

F. NOTICE TO THE ASSOCIATION

The University shall provide concurrent notice to the Association of notice of intent to medically separate a nurse.

ARTICLE 25
RESIGNATION

A. NOTICE

A nurse is expected to give at least fifteen (15) calendar days notice prior to resignation.

B. AUTOMATIC RESIGNATION

A nurse who is absent for thirteen (13) calendar days without her/his supervisor's approval shall be considered to have automatically resigned from University employment as of the last day worked.

ARTICLE 26
CORRECTIVE ACTION, DISCIPLINE AND DISCHARGE

A. GENERAL PROVISIONS

Corrective Action is an action designed to improve conduct or performance which does not involve an adverse impact on rights, pay, or benefits. Discipline is an action imposed on a non-probationary nurse when corrective action has proven ineffectual or when the nurse's misconduct or failure to perform satisfactorily is serious enough to warrant discipline. The University has the authority to discharge or to take other appropriate disciplinary action against a non-probationary nurse for just cause.

B. TYPE OF ACTIVITY

The University may use an oral reprimand or counseling memorandum as corrective action. Discipline may involve a written warning, suspension without pay for up to five (5) working days for eight (8) hour nurses, four (4) working days for ten (10) hour nurses, or three (3) working days for twelve (12) hour nurses without prior notice; suspension beyond five (5) working days for eight (8) hour nurses, four (4) working days for ten (10) hour nurses, or three (3) working days for twelve (12) hour nurses with notice; demotion for failure to meet performance standards, as defined in §C., below, or discharge. Nurses who are suspended without pay for up to five (5) working days for eight (8) hour nurses, four (4) working days for ten (10) hour nurses, or three (3) working days for twelve (12) hour nurses, and who wish to contest the suspension, must grieve within the time limits established by the grievance procedure of this Agreement. Corrective actions are not subject to the grievance or arbitration procedures of this Agreement.

C. DEMOTION

The University may demote a nurse to a lower classification, with concurrent reassignment to work of lesser duties and responsibilities, based on a demonstrated failure to meet the performance standards of the higher classification. Such action shall take place only after reasonable attempts to correct the deficient performance have failed. Demotion shall be subject to the grievance and arbitration procedures.

D. INVESTIGATORY LEAVE

The University may place a nurse on investigatory leave with pay in order to review or investigate allegations of conduct which, in the University's view, would warrant relieving the nurse immediately from all work duties. An investigatory leave with pay shall not be considered corrective action or discipline as defined in this Article.

E. NOTICE

1. When the University intends to suspend for more than five (5) working days for eight (8) hour nurses, four (4) working days for ten (10) hour nurses, or three (3) working days for twelve (12) hour nurses, demote, or discharge a nurse, written notice of its intent shall be given to the nurse. Such notice shall be made, either by delivery of the notice to the nurse in person, or by placing the notice of intent in the United States mail, first class postage paid, in an envelope addressed to the nurse at the nurse's last known home address. In either case, a copy of the notice of intent shall be sent by United States mail, first class postage paid, to the Association. It shall be the responsibility of the nurse to inform the University in writing of any change of home address. Whether delivery is made in person or by mail, the notice of intent shall contain a proof of service indicating the date on which the notice of intent was personally delivered or mailed. Such date of personal delivery or mailing shall be the "date of issuance" of the notice of intent.

2. The notice shall:

    a. inform the nurse 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 nurse of the right to respond and to whom to respond within the time limit in §F., below, either orally or in writing in accordance with §F., below.

F. NURSE RESPONSE

1. The nurse shall be entitled to respond, orally or in writing, to the notice of intent described in §E., above. If the written notice is delivered in person to the nurse, the nurse's response must be received within ten (10) calendar days from the date of issuance of such notice of intent in accordance with instructions given by the University in the written notice. If the written notice is mailed to the nurse and the Association, the nurse's response must be received within fourteen (14) calendar days from the date of issuance of such notice of intent.

2. After review of the nurse's timely response, if any, the University shall notify the nurse 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) working days for eight (8) hour nurses, four (4) working days for ten (10) hour nurses, or three (3) working days for twelve (12) hour nurses or longer, a copy of the letter of discipline/suspension will be sent concurrently to the Association.

G. PERSONNEL RECORDS

1. A counseling memorandum shall be placed in the nurse's personnel records.

2. A copy of a written warning given or mailed to a nurse shall be placed in the nurse's personnel records. The University agrees that written warning shall be accompanied by a proof of service. Written warnings shall be destroyed after two (2) consecutive years during which there has been no further written warnings issued to the nurse.

3. There shall be no charge for the first copy of the contents of the nurse's personnel file.

H. REPRESENTATION

1. A non-probationary nurse shall have the right of representation at any scheduled meeting the outcome of which may be a disciplinary act of written warning, suspension without pay, demotion or discharge. The University shall advise a nurse of any scheduled meeting, the outcome of which may be a written warning, suspension without pay, disciplinary demotion or discharge. A nurse may request a representative of the nurse's choice other than a University employee who has been designated as supervisory, managerial, or confidential to be present when there is reason to believe that a meeting may result in disciplinary action as defined above. If the nurse's preferred representative is not available to attend a meeting scheduled by the University, the nurse shall arrange for an alternative representative for the meeting. If no alternative representative can be found for the scheduled meeting, the University may reschedule the meeting within eight (8) calendar days, unless otherwise agreed to by the parties.

2. The term "meeting" does not include the occasion in which the University only presents a nurse with written confirmation of the results of the prior meeting referenced in §H.1., above.

ARTICLE 27
GRIEVANCE PROCEDURE

A. GENERAL CONDITIONS

1. **Definitions**

a. A grievance is a claim by an individual Nurse, a group of Nurses, or the Association that the University has violated, misapplied, or misinterpreted this Agreement during the term of this Agreement.

b. All grievances must be initiated and filed at the location where the alleged violation occurred.

c. A formal grievance must identify the specific Article(s) and Section(s) of this Agreement alleged to have been violated; describe the action(s) which is alleged to have violated the identified Article(s) and Section(s), together with the date(s) of the action(s); and describe the remedy requested.

2. **Time Limits**

a. The formal grievance for an individual or group must be received by the designated University official within thirty (30) calendar days after the date on which the Nurse knew or could be expected to know of the event or action which gave rise to the grievance, or within fifteen (15) calendar days after the date of the Nurse's separation from University employment, whichever is earlier. The University shall notify CNA of the designated official, including title, mailing address, phone number and e-mail address, and whenever a change occurs.

b. Formal grievances filed by the Association on its own behalf must be received by the designated University official at the location at which the alleged violation occurred within thirty (30) calendar days after the date on which the Association knew or could be expected to know of the event or action which gave rise to the grievance.

c. The time limits specified in this Article may be extended by agreement between the Nurse and the University, the Association and the University, or the Nurse's representative and the University, in writing in advance of the expiration of the time limits. Deadlines which fall on a day which is not a campus/Laboratory business day will automatically be extended to the next business day. If a grievance is not appealed to the next step of the procedure within applicable time limits, and an extension has not been agreed to in advance, the grievance will be considered resolved on the basis of the last University response to the grievance.

3. **Waiver**

Any formal grievance which is not received in accordance with the procedures specified in §A.1. and §A.2., above, is waived by the Nurse or by the Association.

4. **Association Grievances**

The Association shall have the right to present grievances under this procedure on behalf of an individual Nurse, on behalf of a group of Nurses, or on behalf of itself.

5. **Group Grievances**

The grievances of two (2) or more Nurses and multiple grievances by, or related to, the same Nurse which relate to the same incident, issue, or course of conduct may be consolidated for the purposes of the grievance procedure. Consolidated grievances may be severed. Consolidation or severance of grievances shall occur by mutual agreement of the Nurse and the University, in those cases where the Nurse is self-represented, or by agreement between the Nurse's representative and the University where the Nurse has chosen a representative.

6. **Offers of Settlement**

Settlement offers made in Steps 1 or 2 shall not be introduced as evidence in subsequent steps.

7. **No Reprisal**

No Nurse shall be subject to reprisal for using or participating in the grievance procedure of this Agreement.

8. The University shall not have the right to use the grievance procedure.

B. NURSE REPRESENTATION RIGHTS

A Nurse shall have the right to be represented at all steps of the grievance procedure by a Nurse Representative and/or an Association representative or one (1) person of the Nurse's choice other than a University employee who has been designated as supervisory, managerial, or confidential. In the event more than one (1) representative attends a meeting in the grievance process, only one person may be the primary spokesperson.

C. SEXUAL HARASSMENT COMPLAINT RESOLUTION PROCEDURE

The Association agrees that a Nurse may elect to substitute the University Sexual Harassment Complaint Resolution Procedure for the Step 1 Informal Review described in this Article. With this sole exception, the procedures described in this Article and in Article 28 Arbitration, of this Agreement shall be the sole and exclusive means of resolving grievances submitted by Nurses in the bargaining unit.

D. STEP 1: INFORMAL REVIEW

1. The Nurse(s) and/or the Nurse's representative shall discuss the grievance with the immediate supervisor. When such discussion with the immediate supervisor is not practicable, the Nurse(s) or the Nurse's representative shall discuss the grievance with the designated University official at the location where the alleged violation occurred. In the case of grievances which the Association wishes to present on its own behalf, the Association shall discuss the grievance with the designated University official.

2. Resolution of the grievance at Step 1 Informal Review, although final, shall not be precedent setting. Attempts at resolution of the grievance at Step 1 Informal Review do not extend the time limits for filing a formal grievance as described in §E., below, unless an exception is granted in advance and in writing by the designated University official.

3. If the grievance is not resolved at Step 1 Informal Review, the formal grievance may be reduced to writing and advanced to Step 2.

E. STEP 2: FORMAL GRIEVANCE - DEPARTMENT REVIEW

1. **Formal Grievance**

A formal grievance shall be filed in writing on a mutually agreed to form and must be in accordance with the procedures specified in §A.1. and §A.2., above.

2. **Department Review**

The designated University official will forward the formal grievance to the appropriate office for review.

a. The University shall not agree to resolution of a formal grievance until the Association representative has received a copy of the proposed resolution and has been given the opportunity to file a response.

b. Unless the parties agree otherwise, the University 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 formal grievance.

c. During the Step 2 meeting, the parties shall discuss information and contentions relative to the grievance and attempt to arrive at a mutually agreeable solution. In addition, the University shall, either orally or in writing, inform the Association of the known facts, issues, and allegations.

d. The University's response will be issued in writing to the Nurse and the Nurse's representative, if any, within fifteen (15) calendar days after the formal grievance is filed or after the Step 2 meeting if such meeting is held. In cases where the Association is not directly involved, the University's response will be issued within fifteen (15) calendar days of the Association's response or deadline for the opportunity to respond. If the response is not rendered within these time limits, or if the grievance is not resolved at Step 2, the grievance may proceed to Step 3.

e. Resolution of the grievance at Step 2, although final, shall not be precedent setting.

f. Grievances alleging a dismissal or suspension in violation of Article 26, Corrective Action, Discipline and Discharge, that are not satisfactorily resolved at Step 2, may be appealed directly to arbitration in accordance with Article 28, Arbitration.

F. STEP 3: FINAL GRIEVANCE REVIEW

1. If the grievance is not resolved at Step 2, the Nurse or the Association may proceed to Step 3 by filing an appeal, as follows:

   a. The Nurse or the Nurse's representative shall submit the written appeal on the mutually agreed-upon form.

   b. The written appeal must be postmarked or hand delivered to the designated University official within fifteen (15) calendar days of the date on which the written response to Step 2 was given or due.

2. Upon mutual agreement, the University shall convene a meeting with the Nurse and the Nurse's representative, if any, to attempt to resolve the grievance. The meeting shall be scheduled within ten (10) calendar days following receipt of the appeal to Step 3. During the Step 3 meeting, the Nurse and the Nurse's representative, if any, shall present the known facts, issues and allegations relevant to the grievance.

3. Within fifteen (15) calendar days following the Step 3 meeting, or within fifteen (15) calendar days following receipt of the appeal to Step 3, if no Step 3 meeting is held, the University shall issue a written response. In cases where the Association is not directly involved, the written response shall be rendered within fifteen (15) calendar days of the Association's response or deadline for the opportunity to respond. Proof of service shall accompany the written decision.

4. The Association may appeal the grievance to arbitration in conformity with the provisions of Article 28, Arbitration within thirty (30) calendar days of the date on which the written decision was mailed. An individual Nurse or group of Nurses shall not have the right to appeal the grievance to arbitration.

5. If the Association does not appeal the grievance to arbitration within thirty (30) calendar days, as specified in §F.4., above, the written decision shall become final but shall not be precedent setting.

G. PAY STATUS

Upon advance request, a grievant, a grievant's representative, and witnesses called by the University who are University Nurses, shall be granted leave with pay to attend meetings convened by the University to consider the grievance if such meetings occur during their regularly scheduled hours of work. Such leave with pay will be considered time worked. Time spent in meetings convened by the University outside of a Nurse's regularly scheduled hours of work is without pay. In the event the University is unable to schedule during the

Nurse Representative's normal work schedule, the Nurse Representative will be compensated, and such time will be considered as time worked.

H. OTHER REPRESENTATION

1. Whenever a Nurse has chosen a representative other than a Nurse Representative or other Association representative as defined in this Agreement, the Nurse shall provide written notice of such representation to the University. The University shall notify the Association of any formal grievance filed by a Nurse where an Association representative is not chosen by the Nurse.

2. In cases where the Association is not acting as the Nurse's representative, the University will send a copy of its proposed Step 2 or Step 3 written decision to the Association. The Association shall have fifteen (15) calendar days from the date of issuance of the University's proposed Step 2 or Step 3 written decision to respond to it. The University then has fifteen (15) calendar days to render the written decision to the Nurse or the Nurse's representative. The Association will be provided a copy of the University's written decision. Proof of service shall accompany the proposed University written decision.

I. GRIEVANCE FILE

Materials generated as a result of the filing of a grievance including the grievance form shall be maintained by the University in a file separate from the Nurse's personnel file.

ARTICLE 28
ARBITRATION

A. GENERAL CONDITIONS

An appeal to arbitration may be made only by the Association and only after the timely exhaustion of Article 27, Grievance Procedure of this Agreement.

1. **Time Limits – Association Appeals**

   a. The original appeal to arbitration must be postmarked with an official United States Postal Service postmark and received by the Office of the President within thirty (30) calendar days of the mailing of the campus/Laboratory written decision to the Association. Proof of service must accompany the appeal to arbitration. In the appeal, the Association must set forth the issues and remedies remaining unresolved.

   b. Absent resolution during this period, the Office of the President official shall forward the grievance to arbitration within twenty (20) calendar days of the mailing of the appeal. Deadlines which fall on a day which is not a University business day will automatically be extended to the next business day.

2. The scheduling of the arbitration hearing date must be accomplished no later than ninety (90) calendar days from the date the grievance was originally appealed to arbitration. Should the parties be unable to agree to a hearing date, the authority to schedule the hearing rests with the arbitrator. The parties may extend the ninety (90) day limit for scheduling the arbitration by mutual written agreement in advance of the expiration of the time limit. In such cases the arbitrator shall be informed of the parties' mutual agreement and shall be provided with a copy of such written agreement. Failure to schedule the arbitration within ninety (90) calendar days will render the grievance ineligible for arbitration and the last preceding University written answer shall become final.

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

B. SELECTION OF ARBITRATOR

1. As soon as the grievance is determined to be ready for arbitration, the Association and the University shall select an arbitrator from the lists below:

a. North List - Luella Nelson, Alexander Cohn, Barry Winograd, Charles Askin and Norman Brand.

b. South List - Louis Zigman, Edna Francis, Fred Horowitz, Michael Prihar and Anthony Sinicropi.

2. The parties shall alternately strike one (1) name each from the above list(s), the first strike being determined by a flip of a coin, and the last name remaining shall be the arbitrator.

C. ARBITRATION PROCEEDING

1. The arbitration proceeding shall provide an opportunity for the Association and the University to examine and cross-examine witnesses under oath and to submit relevant evidence. The parties shall not seek to introduce new issues and allegations at the arbitration hearing which were not introduced during Step 3 of the grievance procedure. Settlement offers made during the grievance procedure shall not be introduced as evidence in arbitration.

2. When practicable, the University shall inform the Association in writing of its intent to assert the issue of arbitrability prior to the selection of the arbitrator. The issue(s) of arbitrability shall be resolved in a hearing prior to and separate from the hearing (if any) about the substantive facts and/or allegations in dispute, except as provided in §C.3., below. In the event an arbitrator, as a result of the arbitrability hearing referenced, above determines a matter to be arbitrable, s/he shall have no authority to decide the issues pursuant to the facts of the case unless the parties agree otherwise.

3. If, following the selection of the arbitrator, the University raises for the first time issue(s) of arbitrability, a single hearing on the issue of arbitrability and the substantive facts will be held, unless the parties agree otherwise. If the arbitrator finds the grievance to be not arbitrable, the substantive facts of the case need not be heard and the grievance shall be denied. If the arbitrator finds in favor of arbitrability, the hearing shall proceed to the substantive issues raised.

4. §C.2. and §C.3. above, shall not prevent the parties from agreeing in writing to combine the arbitrability hearing with the hearing on the merits of the case.

5. If either party requests a postponement of the scheduled arbitration hearing following the University's raising issue(s) of arbitrability, the hearings on arbitrability and facts, if any, shall be separate, and the provisions of §C.2. above, shall apply.

6. Prior to arbitration, the Association and the University shall attempt to stipulate as to the issue(s) to be arbitrated and to as many facts as possible. Relevant material and the names of all witnesses who are to be called shall be identified by the parties prior to the hearing. To the extent possible, witnesses and material should be identified at least seven (7) calendar days prior to the hearing.

7. The arbitration hearing shall be closed unless the parties otherwise agree in writing.

8. The arbitrator shall consider the evidence presented and render a written decision within thirty (30) calendar days of the close of the record of the hearing. The arbitrator's authority shall be limited to determining whether the University has violated the provision(s) of this Agreement. The arbitrator shall not have jurisdiction or authority to add to, amend, modify, nullify, or ignore in any way the provisions of this Agreement.

9. If the grievance is sustained in whole or in part, the remedy shall not exceed restoring to the nurse the pay, benefits, or rights lost as a result of a violation of the Agreement, less any compensation from any source, including, but not limited to, Workers' Compensation and Unemployment Insurance benefits. The decision of the arbitrator, within the limits described herein, shall be final and binding.

10. Except as otherwise specifically provided, the University will not be liable on a grievance claiming back wages or other monetary reimbursement for:

a. any period of time during which an extension of time limits has been granted at the request of the Association;

b. any period of time between the first date the arbitrator is available for an arbitration hearing and the date of the hearing, when the first date is rejected by the Association; and

c. any period of time greater than thirty (30) calendar days prior to the date of the Informal Review, Step 1 under Article 27, Grievance Procedure except for mathematical, calculation, recording, or accounting errors.

11. The Association shall have full authority to settle, withdraw, or otherwise dispose of any grievance brought on behalf of the Association and/or on the behalf of nurses. An agreement to settle, withdraw, or otherwise dispose of a grievance appealed to arbitration reached by and between the University and the Association shall be binding upon employees represented by the Association.

D. PAY STATUS

Upon advance request, the grievant, the grievant's representative, and witnesses called by the University who are University Nurses, shall be granted leave with pay to attend arbitration hearings and meetings convened by the University to consider grievances if such hearings and meetings occur during their regularly scheduled hours of work. Such leave with pay will be considered time worked. Time spent in arbitration hearings and meetings convened by the University outside of a nurse's regularly scheduled hours of work is without pay.

E. ARBITRATOR'S FEES

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

F. EXPEDITED ARBITRATION

The parties may agree to use an expedited form of arbitration. When the parties agree to use an expedited form of arbitration, the case shall be heard by the arbitrator at her/his earliest date. There shall be no transcript of the proceedings unless required by the arbitrator. Post-hearing briefs will be waived and the arbitrator will issue a written decision within ten (10) working days following the close of the hearing record.

G. ARBITRATION PANEL

1. In the event of a vacancy in the panel of arbitrators, such vacancy shall be filled by the parties within fifteen (15) calendar days if the parties agree that a replacement is necessary. In the event the parties mutually agree that a named arbitrator should be replaced, the parties shall meet to select a new arbitrator.

2. No later than one month following negotiations, the parties shall negotiate additions and/or deletions for the arbitration panel.

ARTICLE 29
ASSOCIATION RIGHTS

A. GENERAL PROVISIONS

1. The parties acknowledge that it is in the Association's interest that it be granted access to University facilities for the purposes of ascertaining whether the terms of this Agreement are being met; engaging in the investigation, preparation, and adjustment of grievances; conducting Association meetings; explaining to bargaining unit members their rights and responsibilities under the Agreement; and informing Registered Nurses of Association activities. In the interest of facilitating these purposes, and in accordance with local campus/Laboratory procedures, the parties agree to this Article.

2. The University has the right to enforce reasonable access rules and regulations as promulgated at each campus/Laboratory.

B. ACCESS BY THE ASSOCIATION/ASSOCIATION REPRESENTATIVES - GENERAL PROVISIONS

1. Designated Association representatives who are not University employees, or who are not employed at the facility visited, may visit the facility at reasonable times and upon notice to discuss with the University or bargaining unit members matters pertaining to this Agreement. In the case of visits for the purpose of conducting unscheduled meetings with bargaining unit members, the Association representative shall give notice upon arrival in accordance with local campus/Laboratory procedures.

2. The Association will furnish the University with a written list of all designated Association representatives, including those who are University Nurses. The list will be updated periodically as changes to the original occur.

3. Such internal Association business as membership recruitment, campaigning for Association office, handbilling or other distribution of literature, and all other Association activities shall take place during non-work time. Nurse rest and meal periods are non-work time for the purposes of this Article.

4. As currently provided, the Association shall be permitted to use a table in or near the main cafeteria at each facility, or in or near the lunchroom where no cafeteria exists.

5. Association representatives shall be given a campus/Laboratory orientation which shall review access areas, general safety and health requirements, and procedures for the scheduling and use of certain rooms. Attendance at the orientation shall be a prerequisite to access. The University and the Association may mutually agree to waive the prerequisite in the appropriate circumstances.

C. NURSE REPRESENTATIVES

1. The University shall recognize designated Nurse Representatives who are members of the bargaining unit. The function of the Nurse Representative shall be to inform nurses of their rights under this Agreement, to ascertain that the terms and conditions of this Agreement are being observed, and to investigate and assist in the processing of grievances.

2. There may be at least one (1) Nurse Representative for each student health center on a campus, each medical center, and the Lawrence Berkeley Laboratory. At larger campuses or medical centers there may be one (1) additional Nurse Representative and an alternate representative for every one hundred (100) members of the bargaining unit or major portion thereof in that unit. In addition, one Chief Nurse Representative may be selected for each facility. There shall be no more than one (1) Nurse Representative and one (1) alternate from a particular patient care unit or equivalent. The alternate Nurse Representative may serve as a Nurse Representative only when the primary Nurse Representative is not at work. Additionally, the Nurse Representative and Chief Nurse Representative shall not be allowed release time for the same block of time if they are from the same unit.

3. The total cumulative use of paid release time for the primary and alternate Nurse Representative, per particular patient care unit or equivalent, shall be limited to twelve (12) hours in any one (1) month, except for the designated Chief Nurse Representative for each facility, who shall be limited to paid release time of twenty-four (24) hours per month. The Nurse Representative shall be authorized release time for grievance meetings and for one-on-one meetings with a grievant related to the filing of a grievance or a meeting with a supervisor to resolve potential or formal grievances. The Chief Nurse Representative or designee shall be authorized release time to attend one (1) Association membership meeting per month. The Nurse Representative may be granted authorized release time for other grievance-related activity, such as that related to the initial filing of a formal grievance. Meetings initiated by University officials shall not be deducted from this block of time.

4. The use of the maximum time to be provided is not to be used for grievance-related activity such as research, or writing or preparation of briefs or other such statements of position or argument. When such time is used for the on-site grievance-related activities of witness interviewing and/or document collection, the Nurse Representative shall not interfere with the work activities of the witness(es) or possessor(s) of the documents, or the normal operations of the unit.

5. A request for release time will be made to the Nurse Representative's supervisor prior to the activity. The Chief Nurse Representatives may request to schedule release time in blocks of time up to and including full twelve (12) hour shifts, subject to the operational needs of the facility. Approval for such time shall not be denied unreasonably.

6. At its sole discretion, the University may authorize use of release time for more than the time limits provided for in this Article. The exercise of this discretion and/or the enforcement by the University of the maximum time shall under no circumstances establish a precedent for the Nurse Representative, alternate, or represented area involved nor shall the allowance of greater than the maximum time in a month for a Nurse Representative have any effect or bearing on the ability of the University to enforce the maximum on any other Nurse Representative.

7. Should a question of possible abuse of these release time provisions arise, the University will so notify the Association and the parties will attempt to resolve the matter. If a question remains, the University may take corrective action when warranted.

D. PATIENT CARE AREAS

Association representatives shall have access to patient care areas only as necessary for travel to and from business in those places set forth in Appendix E. Association representatives shall not contact nurses in, linger in, or use patient care areas for the purpose of conducting Association business. When the designated campus/Laboratory official and the Association representative mutually agree that a visit to a patient care area is necessary in attempting to adjust grievances, access to patient care areas will be granted. "Patient care area" includes:

1. Chart rooms and rooms that function as or are in the nature of chart rooms;

2. Nursing stations;

3. Patient and/or visitor lounges including patient conference rooms, sitting rooms, and solaria;

4. Libraries or study areas located within patient care areas;

5. Patient floor and operating room area corridors; and

6. Patient rooms, operating rooms, laboratories, clinics, and other treatment and patient care areas.

E. MEETING ROOMS AND BULLETIN BOARDS

1. The Association shall be granted use of general purpose meeting rooms and those rooms set forth in Appendix E. Such use shall be arranged in advance with the designated campus/Laboratory office and will not be unreasonably denied. Room reservations shall not be canceled by the University except where unforeseen circumstances require the room to be used for teaching or patient care-related purposes, including staff conferences. If a reserved room is canceled, the University will attempt to provide a comparable alternative. Classrooms and conference rooms outside of patient care areas may be scheduled for those times when such rooms are not used for teaching or patient care-related purposes and when nurse lounges would not be large enough or would otherwise be unsuitable for a given Association meeting.

2. The Association shall have access to general purpose bulletin boards and shall have the use of those bulletin boards set forth in Appendix E. Any materials posted must

be dated and initialed by the Association representative responsible for the posting and a copy of all materials posted must be provided to the appropriate University representative at the location at the time of posting. At those locations where the University is responsible for posting material on bulletin boards, the University will promptly post copies of the CNA-provided material.

3. The University and the Association shall, within thirty (30) calendar days of the conclusion of bargaining, meet and update Appendix E, Rooms and Boards for each facility.

F. ASSOCIATION ACCESS TO NURSE RECORDS

Upon reasonable notice, the nurse and/or the nurse's representative and/or an Association representative, if authorized in writing by the nurse, may examine or request material in the nurse's personnel records. The written authorization shall be valid for thirty (30) calendar days from the date of the signature of the authorization or within a written time limit specified by the nurse, whichever is later. Records protected by recognized legal privilege and records excepted from disclosure by law may be withheld from the nurse and the nurse's representative.

G. MAIL DELIVERY

United States mail which is received by the University bearing a nurse name and accurate address will be distributed to the nurse in the normal manner. In locations where nurse mailboxes exist, the Association shall have reasonable use of them. At each medical center, the University shall provide a secure mail drop for use by the Association and nurses. Nurse Representatives shall have the right to use their University e-mail account for the purposes of conducting Association business authorized under Article 27, Grievance Procedure.

ARTICLE 30
MAINTENANCE OF MEMBERSHIP

A. All nurses covered by the terms of this Agreement shall, as a condition of employment, either become and remain members in good standing of the Association, or pay an Agency Fee to the Association, pursuant to the provisions of HEERA. No nurse shall be required to join the Association as a condition of employment at the University.

B. Each nurse who is a member of the Association on the effective date of this Agreement and each nurse who joins the Association thereafter during the term of this Agreement, shall have the periodic dues of the Association deducted as provided in Article 31, Dues Deduction for the term of this Agreement.

C. Bargaining unit members who are members of the Association on or after the effective date of this Agreement who wish to withdraw from Association membership may do so effective on the expiration date of this Agreement by filing a written notice with the University on or after the thirtieth (30th) day prior to the expiration date of this Agreement. No nurse shall be dropped from Association membership upon return from any leave of absence or layoff, unless such leave or layoff constitutes a break in service.

D. Withdrawal notices received by the University after the effective date of this Agreement and before thirty (30) days prior to the expiration of the Agreement, shall be returned to the nurse by the University with reference to this Article. The Association will receive copies of all such correspondence.

ARTICLE 31
DUES DEDUCTION

A. Upon receipt of a written authorization by a nurse using a form provided by the University, the University shall deduct and remit to the Association no less frequently than once a month the standard initiation fee, periodic dues, and general assessments of the Association until such time as the nurse submits written notification to the University to discontinue the nurse's authorization. The University shall not be responsible for deduction in any pay period in which the nurse's net earnings are insufficient to cover the deduction. The University shall also remit an alphabetical list showing the names of payees and the amounts deducted and

remitted. Upon request of the Association, the appropriate University office shall supply dues deduction forms to the Association.

B. Upon notification to the University by the Association, nurses in the bargaining unit who do not elect to pay dues as outlined in §A., above will, as a continued condition of employment, pay an Agency Fee. The amount of the Agency Fee shall not exceed the monthly dues that are payable by members of the Association. The amount of the fee shall be deducted by the University from the wages of the employee and paid to the Association.

C. It is specifically agreed that the University assumes no obligation other than that specified in §A., above, or liability, financial or otherwise, arising out of the provisions of this Article. The Association shall inform the University once a year of the amount of the monthly dues under this provision. Such notice should be sent in time to provide for appropriate programming. Further, the Association hereby agrees that it will reimburse the University for any costs and indemnify and hold the University harmless from any claims, actions, or proceedings by any person or entity, arising from deductions made by the University pursuant to this Article.

D. If, through inadvertence or error, the University fails to make authorized deductions, or any part thereof, the University shall assume no responsibility to correct such omission or error retroactively. Once the funds are remitted to the designated representatives of the Association, their disposition thereafter shall be the sole and exclusive responsibility of the Association. It is expressly understood and agreed that the Association shall refund to the nurse any deductions erroneously withheld from a nurse's wages by the University and paid to the Association. In the event the Association fails to refund such deductions within a reasonable period of time following notification of the error, the University will make such refund and deduct the amount from the amount due to the Association.

ARTICLE 32
NURSE LISTS

A. NURSE LISTS

1. On a yearly basis, the University shall provide the Association with an alphabetized list by campus/Laboratory of all nurses at each campus/Laboratory. This list will be via FTP (File Transfer Protocol) and will contain the name, title code, last date of hire with continuous employment, pay rate and unit to which the nurse is assigned and an indicator as to whether the employee is paying dues or fair share through the University payroll system. Home address will be provided if the nurse has agreed to release of the home address.

2. The University will provide to the Association a monthly list of changes (e.g., salary adjustment, new hire, transfer, promotion, discharge, home address, etc.) via FTP that have occurred within the bargaining unit.

3. As soon as practicable following ratification of the labor agreement, the University will develop a method to provide CNA with numerical identifiers of employees in the NX unit by utilizing the last five digits of the employee's Social Security number.

B. DISTRIBUTION OF MATERIALS

1. The parties will use their best efforts to ensure that this agreement is printed within one hundred and twenty (120) days following ratification. A copy of this Agreement shall be given by the University to each nurse promptly following receipt of the contracts at the campus or medical center location.

2. A packet of information as supplied by CNA, and a copy of the Agreement, will be provided to each new nurse. The University shall distribute the Agreement and packet in the normal manner.

3. The University shall notify CNA in advance of scheduled nursing orientations upon request of the local CNA Representative.

4. The Association shall be permitted to address nurses immediately after new orientation sessions for a reasonable period of time not to exceed thirty (30) minutes

for the purpose of CNA new nurse orientation. When the orientation schedule at Medical Centers includes a meal period, CNA representatives will be permitted to make their 30-minute presentation during the meal period. The CNA presentation will be included in the written agenda for the meeting. The University and the Association agree to meet and confer over arrangements to accomplish this goal. The Chief Nurse Representative or designee shall be authorized to receive reasonable paid release time to attend such CNA new nurse orientation.

ARTICLE 33
LEAVE OF ABSENCE FOR UNION BUSINESS

A. GENERAL CONDITIONS

1. **Extended**

a. Upon at least thirty (30) calendar days advance written request from the Association and the nurse, one (1) Association-represented nurse per campus/Laboratory shall be granted an extended leave of absence without pay to engage in Association business. The duration of the extended leave of absence shall be specified at the time the nurse commences the leave, and no such leave shall be granted unless the written request specifies the duration of the leave. Such leaves of absence shall be for a period of not less than one (1) year. In no situations shall the leave of absence be granted for a period of more than three (3) years. During the leave of absence the nurse shall be in a "without pay and without benefits" status and during the term of the leave of absence the University shall in no way be obligated to provide pay or benefits for the nurse. The University, due to operational requirements, may postpone the date such leave of absence without pay is scheduled to begin.

b. Under no circumstance shall the University be required to return such nurse to an active employment status with the University prior to the completion of the stated duration of the extended leave of absence. At least forty-five (45) calendar days prior to the completion of the stated term of the leave of absence, the Association shall notify the University of the nurse's intent to return to the University's employ and the nurse shall likewise so advise the University. Upon return, the nurse shall be returned to the same or similar position, without loss of pay or seniority, from which the nurse took the leave of absence, consistent with staffing reductions and/or layoffs which may have occurred during the period of the leave of absence without pay.

2. **Short Term**

In accordance with the provisions of Article 17, Vacation; Article 14, Hours of Work, §K.3, Compensatory Time Bank; and Article 20, Leaves of Absence, §E., Personal Leave, nurses may apply for short term leave and receive scheduled vacation, compensatory time off, or personal leave in order to participate in bona fide Association activities. The duration of the requested time away from work shall be specified at the time the nurse requests the vacation, compensatory time off, or personal leave. The granting of such leave is dependent on the operational concerns of the University. Such leave shall be approved within a reasonable time frame. In no event shall such request for leave be unreasonably denied.

ARTICLE 34
MANAGEMENT RIGHTS

A. Management of the University is vested exclusively in the University. The parties agree that all rights not specifically granted in this Agreement are reserved solely to the University. Except as otherwise provided in this Agreement, the Association agrees that the University has the right to make and implement decisions relating to areas including but not limited to those enumerated below. Although the University may upon request consult with the Association concerning the following areas, the University is not obligated to bargain with the Association as to such areas during the term of this Agreement.

B. Examples of the rights reserved solely to the University administration and its agents and officials include, but are not limited to, the right:

1. to establish the University's missions, programs, objectives, activities, and priorities;

2. to plan, direct and control the use of resources to achieve the University's missions, programs, objectives, activities, and priorities;

3. to develop, implement and administer affirmative action programs;

4. to establish and administer procedures, rules and regulations and determine the methods and means by which operations are to be carried on;

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

6. to determine the location or relocation, reorganization, or discontinuance of operations; to determine where nurses shall work; or subcontract all or any portion of any operation;

7. to assign and schedule work; to determine the need for overtime;

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

9. to recruit, hire, develop, train, evaluate, promote, transfer, demote, or layoff casual, career, or probationary nurses;

10. to determine the basis for, and to determine the amount granted for merit increases;

11. to establish, modify, and enforce standards of performance, conduct, and safety for nurses, and to determine the process by which nurse performance is evaluated;

12. to reprimand, suspend, release, or otherwise discipline or discharge nurses for misconduct or failure to perform satisfactorily;

13. to maintain safety standards and programs;

14. to determine and modify job classifications and job descriptions.

C. The above enumerations of management rights are not inclusive and do not exclude other management rights not specified, nor shall the exercise or non-exercise of rights retained by the University be construed to mean that any right is waived.

D. No action taken by the University with respect to a management right shall be subject to the grievance or arbitration procedure or collateral suit, unless the exercise thereof violates an express written provision of this Agreement.

ARTICLE 35
INDEMNITY

The University shall provide the defense and indemnification for a nurse within the unit sued on account of acts or omissions in the course and scope of her/his employment where required by the provisions of California Government Code §995, et seq. (State Tort Claims Act). Disputes arising under this Article shall be subject to the grievance procedure but not the arbitration procedure in this Agreement.

ARTICLE 36
NO STRIKES

A. During the term of this Agreement or any written extension thereof, the University agrees that there shall be no lockouts by the University. The Association, on behalf of its officers, agents, and members agrees that there shall be no strikes, stoppages or interruptions of work, or other concerted activities which interfere directly or indirectly with University operations during the life of this Agreement or any written extension thereof. The

Association, on behalf of its officers, agents, and members, agrees that it shall not in any way authorize, assist, encourage, participate in, sanction, ratify, condone, or lend support to any activities in violation of this Article.

B. Any nurse who violates this Article shall be subject to discipline up to and including termination of employment.

C. The Association shall immediately take whatever affirmative action is necessary to prevent and bring about an end to any concerted activity in violation of this Article. Such affirmative action shall include but not be limited to sending written notice to the home address of all nurses engaged in prohibited activity informing them that the concerted activity is in violation of this Article, that engaging in such activity may lead to disciplinary action, and stating that nurses engaged in prohibited activity must cease such activity and immediately return to work.

D. Nothing herein constitutes a waiver of the University's right to seek appropriate legal relief in the event of a violation of this Article.

ARTICLE 37
SEVERABILITY

If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect. The parties shall meet and confer in good faith with respect to any provision found to be in contravention of the law.

ARTICLE 38
WAIVER

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

ARTICLE 39
DURATION

A. DURATION

The terms and conditions of this Agreement shall remain in full force and effect commencing June 25, 2002 and shall terminate at 11:59 p.m. on April 30, 2005, unless the University and the Association mutually and in writing agree to extend any or all of the terms and conditions of this Agreement during this term.

B. NEGOTIATION OF A SUCCESSOR AGREEMENT

1. The Association shall no later than January 15, 2005, serve upon the Office of Labor Relations of the University written notice of its intent to negotiate a successor Agreement. Included in such notice shall be the Association's written initial proposals regarding a successor Agreement.

2. The University shall, not later than February 1, 2005, and following receipt of the Association's timely notice of its intent to negotiate a successor Agreement, present its written initial proposals regarding a successor Agreement to the Association.

Negotiations shall commence on or about February 15, 2005, unless otherwise mutually agreed to by the parties.

ARTICLE 40
RELEASE TIME FOR BARGAINING

A. The University shall provide paid release time for up to eight (8) members of the bargaining unit for the purpose of negotiating this Agreement and any subsequent Agreement as provided in Article 39, Duration.

B. A designated Nurse Negotiator's schedule shall be changed to accommodate her/his participation in negotiations, and s/he shall be paid for all days spent in negotiation sessions. Nurses on furlough shall be paid for days spent in negotiation sessions. Nurse Negotiators shall not be paid for pre-negotiation preparation time. Attendance by a Nurse Negotiator at scheduled bargaining session shall constitute fulfillment of the employee's work obligation for that day. A Nurse Negotiator who is scheduled to work the night before and/or the night after a negotiating session may designate either (but not both) of those shifts as time off without loss of pay or benefits for the purpose of attending the negotiating session. If the parties mutually agree that a full-day CNA bargaining team caucus is necessary to the bargaining process, the University may designate such a day as a "negotiating session."

C. Paid release time shall include any differentials to which the nurse would have been entitled had the nurse worked instead of attending the meet and confer session.

1. Paid release time shall not exceed the nurse's regular pay for her/his normally scheduled hours of work on the day(s) of the meet and confer session(s).

2. No nurse shall receive paid release time for any travel and/or meet and confer time for any hours or any day for which the nurse was not otherwise scheduled to work.

D. At least two (2) weeks in advance of the onset of annual negotiations, the Association will provide the University with notice of the names and locations of the nurses who are to receive paid release time. No more than one nurse will be released from each location (for example Hillcrest and Thornton, at UCSD) without prior mutual agreement. Association bargaining team members will remain constant; in the event that a substitution is required, CNA will make every reasonable effort to advise the University of the alternate's name and location as soon as practicable in advance of the session which the alternate will attend.

ARTICLE 41
COMPENSATION

A. GENERAL PROVISIONS

Nurses will be compensated in accordance with the location-specific compensation programs established for nurses at their respective employment locations as set forth in Section B below.

1. **Effective Dates** - Pay increases and adjustments as set forth in this Article 41 are, unless otherwise specified, for contract years 2002, 2003 and 2004 as follows:

   a. **May 1, 2002, 2003 and 2004** - UCD, UCSF, UCSC, UCLA, UCSD, UCR and UCSB (April 28, 2002, April 27, 2003 and April 25, 2004 for bi-weekly paid nurses)

   b. **July 1, 2002, 2003 and 2004** - UCB (effective on the first day of the first monthly pay period on or after July 1 of each contract year) and UCI (effective on the first day of the first bi-weekly pay period on or after July 1 of each contract year).

   c. **October 1, 2002, 2003 and 2004** - LBNL

Salary adjustments will be paid as soon as practicable after the respective effective dates.

2. **Range Adjustments-** Adjustments to ranges shall result in a change to the minimum and/or maximum of the range for particular classification(s) of career nurses as set forth in the compensation programs at individual locations as set forth in section B below. Unless otherwise specified, range adjustments shall be made prior to across-the-board and equity increases.

3. **Forms of Pay Increases**

   a. **Across-the-Board Increase (ATB**) - Unless otherwise specified, an "Across-the-Board" (ATB) increase is applicable to all career nurses as described in the location-specific compensation programs in Section B below, provided the increases are within the respective salary ranges for the nurses involved.

   b. **Equity Pay Increases** - Unless otherwise specified, equity pay adjustments are provided to career nurses, in order to ensure that nurses' pay is appropriate in terms of the local labor market for nurses and appropriate in terms of recently-employed nurses. Any such increases must be within the salary range(s) for the nurse(s) involved.

   c. **Step Pay System** - Effective May 1, 2002, (July 1, 2002 for UCI and UCB) all locations shall establish a step-based pay structure. There will be no fewer than 10 steps in each structure (except for CN I and Per Diem classifications) with differentials of at least 2% between steps. All steps are full steps, and no half steps. Step tables for all locations are shown in Appendix A. Nurses at all Medical Centers will initially be placed on the steps based on the closest step to their rate of pay and moving to the next higher step if their pay rate falls between steps. In addition, if their years of relevant RN experience would place them on a higher step (generally one step per year of experience) they would move to the higher step. Records now being used for equity increases by Medical Centers for determining years of "relevant experience" will be used for this purpose. Where such records are not available, the location involved will research and verify the relevant experience. "Relevant experience" at Campus Student Health Centers will be determined by criteria and bands of years of relevant experience that will be developed at each campus.

      Career nurses hired after the establishment of steps will be placed on the appropriate step according to the location's hiring grid or hiring plan. Credit for relevant RN experience for newly hired nurses will be measured up to the May 1 or July 1 (in the case of UCI and UCB) coinciding with or prior to their date of hire. Nurses hired on May 1 (or July 1 (for UCB and UCI) shall receive the appropriate step rate in effect on that date, and shall not be entitled to a step increase until the subsequent May 1 or July 1.

      Career nurses will progress along steps based upon years of UC service advancing one step per year through approximately 10-15 years, depending on the structure in each program. At a point where yearly steps are capped, nurses would be grouped on steps (e.g., 15 years through 20 years, more than 20 years), and will progress to the next step when their years of RN experience fit within the experience band of years of that next step .

   d. Unless otherwise specified, pay increases (regardless of type) shall only be paid, and shall only be base-building, up to the maximum of the applicable salary range. The campus or Medical Center's normal pay practices shall be followed in implementing pay increases.

   e. Unless otherwise specified, eligibility for any form of pay increase is limited to career nurses who are employed by the University on the date of distribution of the increase(s).

   f. All provisions in this Article applicable to career nurses shall apply equally to limited appointment nurses.

4. **Per Diem Rates-** Rates for per diem nurses will be established in the amounts set forth in Section B below and as detailed in Appendix B.

5. Where no compensation changes are reflected in this Article 41 for any particular job classification(s), pay for such classification(s) remains unchanged.

B. LOCATION-SPECIFIC COMPENSATION PROGRAMS

1. Davis

a. Contract Year - 2002

1) Establishing and Implementing a Step-based Compensation Program

The University shall place into effect a step-based compensation program for career nurses at U.C. Davis. This program shall consist of twenty (20) steps with 2% between each step (Table of steps shown in Appendix A).

Prior to establishing and implementing the step-based program, the following shall occur:

a) An across-the-board increase of 11% will be granted to all Clinical, AN I and Home Health Nurses, including those on probation. The current range maximums will not limit the nurse from receiving the full increase provided herein.

b) An Across-the-Board increase of 5% shall be granted to all career Nurse Practitioners and Nurse Anesthetists including those on probation. The current range maximums will not limit the nurse from receiving the full increase provided herein.

2) Following the increases set forth in the sub-sections above, career nurses shall be placed on steps equivalent to these increased rates of pay. If the nurse's pay falls between steps, the nurse will be placed on the next higher step.

3) Following the increases set forth above, if a nurse's relevant years of RN experience would place her or him on a higher step in accordance with the following table, the nurse would be moved to the appropriate step.

1 step per year of relevant RN experience through step 12	
Years 13 & 14	Step 13
Years 15 through 19	Step 14
Years 20 and above	Step 15

Nurses who have more than 22 years of service as an RN with the University of California will be placed on a higher step in accordance with the following table.

Years of U.C. Service as an RN	Step
22-24 Years	16
25 Years & Above	17

Each subsequent year, nurses will advance one step per year until reaching the top of the range.

This paragraph 3, applies solely to placement on steps of nurses who are employed by U.C. Davis as of the date of ratification. Nurses hired after the date of ratification will not be paid a hiring rate that exceeds steps 1 through 15 in accordance with the step placement table above based on relevant RN experience.

4) Per Diem Rates

Per diem nurse rates shall be increased by 5%.

5) Ancillary Pay

Increase the Night Shift Differential from $3.80 to $4.30.

b. **Contract Year - 2003**

1) Wage increases

Each range and step within range will be increased by 5%.

2) Per Diem Rates

Per Diem nurse rates shall be increased by 5%.

c. **Contract Year - 2004**

1) Wage increases

Each range and step within range will be increased by 5%.

2) Per Diem Rates

Per Diem nurse rates shall be increased by 5%.

2. **Irvine**

a. **Contract Year - 2002**

1) Salary Ranges - 2002

Salary range minimums and maximums will be increased in accordance with the following:

Title	Min	Amount of Increase	Max	Amount of Increase
CN I	$20.00	12.7%	$24.87	0%
CN II	$23.00	17.7%	$30.39	4.4%
CNIII	$25.25	17.5%	$33.36	4.3%
CN IV	$26.50	17.7%	$35.01	4.4%
NP I	$28.00	12.8%	$37.00	6.6%
NP II	$31.00	8.3%	$41.00	2%
NP III	$34.00	7.9%	$45.00	2%
Admin Nurse I	$25.25	17.5%	$33.36	10.9%
Nurse Anesthetist	$41.00	12.9%	$54.17	6.5%
Sr Nurse Anesthetist	$45.00	12.7%	$59.46	6.3%

2) Establishing and Implementing a Step-based Compensation Program

The University shall place into effect a step-based compensation program for career nurses at U.C. Irvine. This program shall consist of fifteen (15) steps with 2% between each step (Table of steps shown in Appendix A). The first thirteen (13) steps are regular steps, and the last two are based on longevity (Step 14 for relevant RN experience from 13 to 20 years and Step 15 for relevant RN experience of 20 years and above).

3) ATB/Step Pay - CN II's

Eligible Career CN II's shall receive THE GREATER of a) or b) below:

a) An across the board 3.5 % annual salary increase, and if not on a step, placement on the next higher step, or

b) Movement to the appropriate step, based on years of relevant RN experience.

4) ATB/Step Pay - Other Nurse Classifications

Other Career Nurse classifications (other than CN I and CN II) shall receive THE GREATER of a) or b) below:

a) An across the board 5 % annual salary increase, and if not on a step, placement on the next higher step, or

b) Movement to the appropriate step, based on years of relevant RN experience.

5) Maximum Pay Increase

If the overall pay increase for any nurse resulting from the above increases exceeds 15%, the increase in year 2002-03 will be limited to 15%, and the balance will be paid in year 2003-04.

6) Per Diem Rates

Title	Rate	Amount of Increase
PD Nurse	$32.25	6%
PD Nurse Practitioner	$42.00	10%
PD Nurse Anesthetist	$55.00	11%
PD Sr Nurse Anesthetist	$61.00	11%

7) Ancillary Pay

a) Increase weekend shift differential from $1.00 to $2.00 per hour.

b) Increase the charge nurse (CN II/III) differential from $1.00 to $2.50 per hour.

b. **Contract Year - 2003**

1) Salary Ranges

Each range and step within range will be increased by 4%.

2) Per Diem Rates

Increase per diem rates by 4%.

c. **Contract Year - 2004**

1) Salary Ranges

Each range and step within range will be increased by 4%.

2) Per Diem Rates

Increase per diem rates by 4%.

3. **Los Angeles**

a. **Contract Year - 2002**

1) Salary Ranges - 2002

Salary range minimums and maximums for career nurses will be increased in accordance with the following:

Title	Min	Max
Administrative Nurse I	3.4%	5.3%
Clinical Nurse IV	5.2%	2%
Clinical Nurse III	9.4%	5.4%
Clinical Nurse II	19.7%	7.2%
Clinical Nurse I	20%	0%
Nurse Practitioner III	5%	9%
Nurse Practitioner II	5%	7%
Nurse Practitioner I	5%	6.9%
Home Health Nurse III	6.3%	2%
Home Health Nurse II	4%	2%
Home Health Nurse I	7.8%	2%

2) ATB Increases

Career nurses will be provided an across-the-board increase of 5% including those in their probationary period.

3) Lump Sum Increases

Any career nurse who cannot receive the full value of the across-the-board increase due to being at the top of the nurse's range will receive the equivalent annual amount in a lump sum payment.

4) Establishing and Implementing a Step-based Compensation Program

The University shall place into effect a step-based compensation program for career nurses (except CN I's) at UCLA. This program shall consist of twenty (20) or more steps with 2% between each step (see table of steps in Appendix A).

Career nurses will be placed in the step-based salary range in the appropriate classification pursuant to the nurse's years of relevant RN experience. Any nurse whose wage is less than the step appropriate to the nurse's relevant RN experience, shall be placed on the appropriate step.

Career nurses hired on or after May 1, 2002, shall be placed on the step appropriate to the nurse's years of relevant RN experience and classification, up to a maximum of ten (10) years experience.

5) Longevity Increases

Nurses with fifteen (15) years or more of relevant RN experience and a minimum of five (5) years of UC service shall be eligible for a longevity step up to the maximum step in the salary range.

6) Per Diem Rates

Increase Per Diem rates for Clinical Nurses, Home Health Nurses, and Nurse Practitioners by 2%.

7) Preceptor-to-Mentor Program

The parties shall institute a Preceptor-to-Mentor Program on or before January 1, 2003, pursuant to the program contained in UC's offer dated May 15, 2002.

8) Resource Pool Differential

No later than January 1, 2003, the parties shall meet and confer for the purpose of signing a Side Letter of Agreement to establish a pay differential for nurses who are employed in the Float Pool.

9) Extra Shift Differential

The Extra Shift Differential Plan is extended through October 26, 2002, subject to possible renewal by the University for an additional period.

b. **Contract Year - 2003**

1) Salary Ranges

Each range and step within range will be increased by 5%.

2) Lump Sum Payment

Any nurse who does not achieve the full value of the across-the-board increase due to being at the maximum of the salary range, will receive the equivalent amount in a lump sum payment.

3) Longevity Increases

Nurses with fifteen (15) years or more of relevant RN experience and a minimum of five (5) years of UC service shall be eligible for a longevity step up to the maximum step in the salary range.

4) Per Diem Rates

Increase per diem rates by 2%.

c. **Contract Year - 2004**

1) Salary Ranges

Each range and step within range will be increased by 5%.

2) Lump Sum Payment

Any nurse who does not achieve the full value of the across-the-board increase due to being at the maximum of the salary range, will receive the equivalent amount in a lump sum payment.

3) Longevity Increases

Nurses with fifteen (15) years or more of relevant RN experience and a minimum of five (5) years of UC service shall be eligible for a longevity step up to the maximum step in the salary range.

4) Per Diem Rates

Increase per diem rates by 2%.

4. **San Diego**

a. **Contract Year - 2002**

1) Salary Ranges

Salary range minimums and maximums will be increased in accordance with the following:

Title	Amount of Increase
Administrative Nurse I	5% at min, 9% at max
Clinical Nurse IV	5% at min, 9% at max
Clinical Nurse III	5% at min, 9% at max
Clinical Nurse II	5% at min, 9% at max
Clinical Nurse I	5% at min, 9% at max
Nurse Practitioner III	7%
Nurse Practitioner II	7%
Nurse Practitioner I	7%
Sr. Nurse Anesthetist	0% at min, 5% at max
Nurse Anesthetist	0% at min, 5% at max
Home Health Nurse III	5%
Home Health Nurse II	5%
Home Health Nurse I	5%

2) Across-the-Board (ATB)

Career nurses will be provided an ATB of 4%.

3) Equity Increases

a) Clinical Nurse II -- Minimum Placements

Years of Service	Amount of Increase
1 year, but less than 2 years	$23.02
2 years, but less than 3 years	$23.95
3 years, but less than 4 years	$24.92
4 years, but less than 5 years	$25.92
5 years, but less than 10 years	$26.97
10 years or more	$28.06

b) Clinical Nurse III -- Minimum Placements

Years of Service	Amount of Increase
3 years, but less than 4 years	$25.77
4 years, but less than 5 years	$26.81
5 years, but less than 10 years	$27.89
10 years or more	$29.02

4) Establishing and Implementing a Step-based Compensation Program

The University shall place into effect a step-based compensation program for career nurses at U.C. San Diego. This program shall consist of 16 to 18 steps (based on classification) with 2% between each step (see table of steps in Appendix A).

Career nurses will initially be placed in the step-based salary range in the appropriate classification pursuant to the nurse's years of relevant RN experience. Any nurse whose wage is less than the step appropriate to the nurse's relevant RN experience, shall be placed on the appropriate step.

Career nurses hired on or after May 1, 2002, shall be placed on the step appropriate to the nurse's years of relevant RN experience and classification, , up to a maximum of ten (10) years experience.

5) Per Diem Nurses

Per Diem Nurse rates shall be increased as follows:

Title	Amount of Increase
Per Diem Nurse	7%
Per Diem Nurse Practitioner	7%
Per Diem Home Health Nurse	5%
Per Diem Nurse Anesthetist	3%
Per Diem Sr. Nurse Anesthetist	3%

6) Ancillary Pay

Existing on-call rates shall be increased by 8.3% from $6.00 per hour to $6.50 per hour. Existing weekend shift differential rates shall be increased by 25% from $2.00 per hour to $2.50 per hour.

b. **Contract Year - 2003**

1) Salary Ranges

Each range and step within range will be increased by 4%.

2) Per Diem Nurses

Per Diem Nurse rates shall be increased by 5%.

c. **Contract Year - 2004**

1) Salary Ranges

Each range and step within range will be increased by 3%.

2) Per Diem Nurses

Per Diem Nurse rates shall be increased by 5%.

5. **San Francisco**

a. **Contract Year - 2002**

1) Conversion of Present Step Program to New Step Program

A new 15 step pay range will be established for each career classification with 2% between each step. Steps 14 and 15 will be longevity steps as described in paragraph 4 below. The new range minimum and maximum are shown in the following table:

Classification	New Minimum	New Maximum
Clinical Nurse I	$30.27	$30.27
Clinical Nurse II and Home Health Nurse I	$31.25	$41.23
Clinical Nurse III, Home Health Nurse II, Nurse Practitioner I, Administrative Nurse I	$32.69	$43.14
Clinical Nurse IV, Nurse Practitioner II, Home Health Nurse III	$36.00	$47.51
Nurse Practitioner III	$37.98	$50.11
Nurse Anesthetist	$42.65	$56.28
Sr. Nurse Anesthetist	$45.73	$60.34

2) Placement on New Steps

Nurses will be placed on the step indicated in the placement table in Appendix A-1.

3) Equity Adjustments - 2002

UCSF Medical Center will conduct an analysis of related RN experience for each Nurse as of May 1, 2002. Effective November 10, 2002, each Nurse whose pay rate is below that indicated below based on his/her related RN experience will be moved to the new step of the Nurse's respective pay range except for placement on the two longevity steps as described in paragraph 4 below.

Years of Related RN Experience	Pay Step
Six months, but less than 1.5 years	Step 1
1.5 years but less than 2.5 years	Step 2
2.5 years but less than 3.5 years	Step 3
3.5 years but less than 4.5 years	Step 4
4.5 years but less than 5.5 years	Step 5
5.5 years but less than 6.5 years	Step 6
6.5 years but less than 7.5 years	Step 7
7.5 years but less than 8.5 years	Step 8
8.5 years but less than 9.5 years	Step 9
9.5 years but less than 10.5 years	Step 10
10.5 years but less than 11.5 years	Step 11
11.5 years but less than 12.5 years	Step 12
12.5 years but less than 13.5 years	Step 13
15 years or more – longevity step	Step 14
20 years or more – longevity step	Step 15

4) Longevity Steps (Additional Pay for RN Experience)

Step 14 of each pay range will be reserved for Nurses who have completed at least one year at step 13 and have 15 years of related RN experience. For purposes of implementation of the equity increases defined in paragraph 3 above, Nurses with 15 or more years of related experience as of May 1, 2002, who were placed at step 13 on May 1, 2002, will be moved to the step 14 longevity step on November 10, 2002.

Step 15 of each pay range will be reserved for Nurses who have completed at least one year at step 14 and have 20 years or more of related RN experience.

5) Nurse Per Diem Rates

Two Per Diem rates will be established as follows for the Per Diem Nurse and Per Diem Home Health Nurse classifications:

Years of R.N. Experience	Per Diem Nurse (Title Codes 9114 and 9119)
Under 5 years	$41.00
5 years or more	$45.00

Incumbent per diem Nurses (Per Diem Nurse - title code 9119 and Per Diem Home Health Nurse - title code 9114) who are hired prior to May 1, 2002 and who have less than five years of experience will be "grandpersoned" and paid an hourly rate of $42.17.

The per diem Nurse Practitioner (9160) pay rate will be increased by 8% to $48.21.

The per diem Nurse Anesthetist (9122) pay rate will be increased by 3% to $58.03 and the per diem Sr. Nurse Anesthetist (9121) pay rate will be increased by 3% to $62.27.

b. **Contract Year - 2003**

1) Range Adjustment - Across-the-Board

Each range and step within range will be increased by 5%.

2) Longevity Step Increases

As of May 1, 2003, career nurses with 15 or more years of related experience who have been at step 13 for at least one year will be moved to the step 14 longevity step.

Nurses currently at the step 14 longevity step who have 20 or more years of related RN experience as of May 1, 2003 will be moved to the step 15 longevity step.

3) Nurse Per Diem Rates

Per Diem rates will be increased by 5%

Years of R.N. Experience	Per Diem Nurse (Title Codes 9114 and 9119)
Under 5 years	$43.05
5 years or more	$47.25

Effective May 1, 2003 or the closest pay period beginning date for biweekly paid Nurses, and each May 1 thereafter, per diem Nurses (9119) and per diem Home Health nurses (9114) who are paid at rates lower than the five year rate will be reviewed to determine whether their nursing experience totals five years or greater as of May 1 of that year. If the nurse's experience is five years or more, she/he will be moved to the five year rate at that time.

c. **Contract Year - 2004**

1) Range Adjustment - Across-the-Board

Each range and step within range will be increased by 5%.

2) Longevity Step Increases

As of May 1, 2004, career Nurses with 15 or more years of related experience who have been at step 13 for at least one year will be moved to the step 14 longevity step.

Nurses currently at the step 14 longevity step who have 20 or more years of related RN experience as of May 1, 2004 will be moved to the step 15 longevity step.

3) Nurse Per Diem Rates

Per Diem rates will be increased by 5%.

d. **Double Time**

Nurses shall be paid at double the regular rate for hours worked in excess of twelve (12) in a workday or twelve (12) consecutive hours effective May 1, 2000.

6. **Berkeley**

a. **Contract Year - 2002**

1) Salary Ranges

Salary range minimums will increase by 7% and maximums will increase by 5%.

2) Step-Based Pay Program

Effective July 1, 2002, UC Berkeley will establish a new step-based pay program for career nurses. The program will have 16 steps with a 2% differential between each step (Step tables are shown in Appendix A.). Incumbent nurses will be placed on the step closest to their rate of pay, but if the rate falls between the steps, the nurse will move to the next highest step. A review will then be conducted to determine if a nurse should be placed on a higher step based on criteria outlined in the side letter dated October 8, 2002.

3) Step/ATB Increase

Effective July 1, 2002, and each July 1 thereafter, career nurses will receive a one-step increase that will provide them with a 2% across-the-board increase up to the top of the range. Any career nurse who does not receive at least 3% from the increases outlined above, shall receive the balance in the form of a lump sum payment.

4) Per Diem Nurses

Effective July 1, 2002 Per Diem Nurses shall receive a 3% increase.

b. **Contract Year - 2003**

1) Step/ATB Increase

Each range and step within range will be increased by 1%.

2) Per Diem Nurses

Effective July 1, 2003 Per Diem Nurses shall receive a 3% increase.

c. **Contract Year - 2004**

1) Step/ATB Increase

Each range and step within range will be increased by 1%. If a career nurse does not receive a full 3% increase as a result of the ATB and a step increase, the balance will be paid as a lump sum.

2) Per Diem Nurses

Effective July 1, 2003 Per Diem Nurses shall receive a 3% increase.

7. **Santa Barbara**

a. **Contract Year - 2002**

1) Salary Ranges

Salary range minimums will be increased by 0% and range maximums will be increased by 5% for all titles except Nurse Practitioner salary ranges which will be increased by 28% at the maximum only.

2) Across-the-Board Increases

Career nurses shall receive a 5% within-range increase except Nurse Practitioners who shall receive a 10% increase.

3) Step-Based Pay Program

UC Santa Barbara will establish a new step-based pay program for career nurses. The program will have 25 steps with a 2% differential between each step for Nurse Practitioners and 15 steps with a 2% differential between each step for Clinical Nurses (step tables are shown in Appendix A). Incumbent nurses will be placed on the step closest to their rate of pay, but if the rate falls between the steps, the nurse will move to the next higher step. A review of relevant years of experience will then be conducted to determine if a nurse should be placed on a higher step based on criteria and bands of years of relevant experience as developed at the campus.

4) Per Diem Nurses

Eligible Per Diem nurse classifications will be increased by 10%.

b. **Contract Year - 2003**

1) Step/Range Increases

Each range and step within range will be increased by 3%.

2) Per Diem Nurses

Eligible Per Diem nurse classifications will be increased by 5%.

c. **Contract Year - 2004**

1) Step/Range Increases

Each range and step within range will be increased by 3%.

2) Per Diem Nurses

Eligible Per Diem nurse classifications will be increased by 5%.

8. **Santa Cruz**

a. **Contract Year - 2002**

1) Salary Range Increases

Salary range minimums and maximums will be increased by 2%.

2) Across-the-Board Increases

Each career Nurse will receive a 1% within range increase.

3) Step-Based Pay Program

UC Santa Cruz will establish a new step-based pay program for career nurses. The program will have 13 steps with a 2.0% differential between each step. (step tables are shown in Appendix A) Incumbent nurses will be placed on the step closest to their rate of pay, but if the rate falls between the steps, the nurse will move to the next highest step. A review of relevant years of experience will then be conducted to determine if a nurse should be placed on a higher step based on criteria and bands of years of relevant experience as developed at the campus. Yearly steps will be capped at step 11 and nurses grouped on step 12 with 15 through 20 years and step 13 with more than 20 years.

4) Per Diem Nurses

Per Diem Nurse rates shall be increased by 2.8%.

5) Ancillary Pay

UCSC shall pay a weekend day shift differential of $1.30 per hour.

b. **Contract Year - 2003**

1) Range Increases

Each range and step within range will be increased 1.0%.

2) Per Diem Nurses

Per Diem Nurse rates shall be increased by 1%.

c. **Contract Year - 2004**

1) Range Increases

Each range and step within range will increase 1.0%.

2) Per Diem Nurses

Per Diem Nurse rates shall be increased by 1%.

9. **Riverside**

a. **Contract Year - 2002**

1) Salary Ranges

Salary range minimums and maximums will be increased by 10% for all nurse classifications except Nurse Practitioner. The salary range minimum for Nurse Practitioner shall be increased by 15% with no change in the maximum.

2) Across-the-Board

Career nurses will receive an across-the-board increase of 4 %.

3) Step-Based Pay Program

UC Riverside will establish a new step-based pay program for career nurses. The program will have 21 steps with a 2% differential between each step, for all nurses except Nurse Practitioner which shall have 23 steps with a 2% differential. (step tables are shown in Appendix A)

4) Placement of Nurses onto Steps

Following the ATB outlined above, incumbent nurses will be placed on the step closest to their rate of pay, but if the rate falls between the steps, the nurse will move to the next highest step. A review of relevant years of experience will then be conducted to determine if a nurse should be placed on a higher step based on criteria and bands of years of relevant experience as developed at the campus.

b. **Contract Year - 2003**

1) Step/Range Increases

Each range and step within range will increase by 2%.

c. **Contract Year - 2004**

1) Step/Range Increases

Each range and step within range will increase by 2%.

10. **Lawrence Berkeley Laboratory**

a. **Contract Year - 2002**

1) Salary Ranges

Salary range minimums and maximums will be increased by 4.5%.

2) Merit Increases

Nurses whose overall annual performance rating is "Meets Expectations," "Exceeds Expectations" or "Outstanding" will be provided a merit increase from a merit pool of up to 5% of the September 30, 2002 payroll base, in accordance with the Lab's usual distribution method. Funding for within unit promotions and reclassifications shall be available from a fund of up to .5% of the September 30, 2002 payroll base.

b. **Contract Year - 2003**

1) Salary Ranges

Salary range minimums and maximums will be increased by 4.2%.

2) Merit Increases

Nurses whose overall annual performance rating is "Meets Expectations," "Exceeds Expectations" or "Outstanding" will be provided a merit increase from a merit pool of up to 4.2% of the September 30, 2003 payroll base, in accordance with the Lab's usual distribution method. Funding for within unit promotions and reclassifications shall be available from a fund of up to .5% of the September 30, 2003 payroll base.

c. **Contract Year - 2004**

1) Salary Ranges

Salary range minimums and maximums will be increased by 4.2%.

2) Merit Increases

Nurses whose overall annual performance rating is "Meets Expectations," "Exceeds Expectations" or "Outstanding" will be provided a merit increase from a merit pool of up to 4.2% of the September 30, 2004 payroll base, in accordance with the Lab's usual distribution method. Funding for within unit promotions and reclassifications shall be available from a fund of up to .5% of the September 30, 2004 payroll base.

C. SAN DIEGO, DAVIS, SAN FRANCISCO AND IRVINE SPECIALTY CERTIFICATION DIFFERENTIAL

1. Full-time, part-time career and special per diem Nurses will receive Specialty Certification Differential when:

a. The certification is from a University-recognized professional organization, Board or Agency; and

b. The Nurse is in a position in the specialty in which s/he is certified; and

c. The Nurse maintains current certification.

2. Qualifying full-time career Nurses will receive $100.00 per month (or $92.31 per quadri-weekly cycle), and qualifying part-time Nurses will receive a prorated amount on the basis of the appointment rate.
3. Qualifying Per Diem Nurses who have worked at least 1000 hours in the previous contract year shall receive a one-time non-base building lump sum payment of $600. Review of qualifying hours shall be accomplished in the first month of the new contract year, and shall be paid as soon as practicable thereafter.

D. LOS ANGELES SPECIALTY CERTIFICATION DIFFERENTIAL

1. Full-time, part-time and special per diem Nurses will receive Specialty Certification Differential when:

   a. The certification is from a University-recognized professional organization, Board or Agency; and

   b. The Nurse is in at least a 50% position in the specialty in which s/he is certified; and

   c. The Nurse maintains current certification.

2. Qualifying full-time Nurses will receive $100.00 per month (or $92.31 per quadri-weekly cycle), and qualifying part-time Nurses will receive a prorated amount on the basis of the appointment rate.