

Union of Field Representative Employees
and
University Council - American Federation of Teachers

Collective Bargaining Agreement

January 3, 2008 – January 3, 2011

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1. Agreement

This Agreement is entered into January 3, 2008, between University Council-AFT (hereinafter referred to as the “Employer”) and Union of Field Representative Employees (hereinafter referred to as the “Union”).

2. Recognition

The Employer recognizes UFRE as the sole and exclusive agent for the bargaining unit comprised of the position of Field Representative for the purposes of collective bargaining and establishing and maintaining mutually satisfactory conditions of employment.

Excluded from the bargaining unit are supervisors, as defined in the National Labor Relations Act, and UC-AFT Officers and Council Representatives, stewards, hourly and temporary employees.

If a new classification is to be established or an existing classification substantially changed, the Employer shall provide the Union with sixty (60) days notice and meet and negotiate with the Union over the classification, changes to the existing classification, and the rate of pay.

In the event the Employer conveys, assigns or transfers its operation to another Employer, affiliates or merges with another Employer, the current Agreement shall continue in full force and effect.

3. Classification

- a. Probationary Employees: An employee shall be on probation for a period of one (1) year from the date of his/her initial employment. A probationary employee may be rejected from probation at any time during the probationary period. A rejection in probation is not a disciplinary action pursuant to Article 9 and may not be grieved.
- b. Within 30 days of hire probationary employees will be given written expectations for their campus, and a schedule of meeting dates with local officers to discuss progress.
- c. Regular Employees: Regular Employees may be scheduled to work on either a full-time or part-time basis.
- d. Temporary Employees: Temporary Employees are hired for a period of no longer than one hundred eighty (180) days. Any temporary appointment that continues beyond 180 days must be converted to a probationary appointment. Temporary appointments will not be used to meet long-term need. Temporary Employees receive all legally mandated benefits.

4. Non-Discrimination

The Employer agrees not to discriminate against any employee on the basis of race, color, national origin, gender, age, creed, religion, disability, sexual orientation, political beliefs, union activity or veteran status and any other category protected by federal, state, or local laws.

5. Time Lines

All time lines in this Agreement shall be calculated as calendar days.

6. Union Security

- a. It shall be a condition of employment hereunder that all employees covered by this Agreement will, on the 31st day following the execution of this Agreement, become and remain members of the union throughout their employment by the employer.
- b. The employer shall, on a monthly basis, deduct and turn over to the proper officers of the Union current dues from each Union member's wages in the amount of Union dues required by the Union of all employees covered hereunder who have voluntarily authorized in writing such deduction. The Employer shall notify the Union of the name and address of each bargaining unit employee hired within ten (10) days of his or her employment.
- c. UFRE agrees to indemnify the Employer and hold it harmless against any and all claims, demands, suits or other actions against the Employer based on the discharge or by reason of complying with this Article.

7. Union Representation

UFRE may designate one (1) employee in Northern California and one (1) employee in Southern California as union stewards. The Union shall annually provide the Employer, in writing, the names of its Stewards. If the Union changes Stewards, notification shall be given in writing.

8. Employer Rights

The UC-AFT retains, unless otherwise stated in this Agreement, the right to manage the affairs of the organization and reserves all management rights except as herein modified, including (but not limited to) the right to direct its employees, to assign work, and to hire, transfer, discipline and discharge employees.

9. Discipline and Discharge

The Employer shall not discipline or discharge a regular employee without just and sufficient cause.

Except in cases of gross misconduct, discipline and discharge will follow a progressive model beginning with an oral warning, followed by a written warning and remediation plan. The oral warning will be expressly stated as such. A written record of an oral warning may be placed in the employee's personnel file. The employee and the designated UFRE representative shall receive a written copy of any disciplinary action taken by the UC-AFT.

10. Grievance Procedure

- a. A grievance shall be defined as a complaint or dispute involving the application or interpretation of any Employer rule, regulation or policy, or provision of this Agreement. A grievance must be submitted within thirty (30) calendar days of the occurrence or knowledge of the event giving rise to the grievance.

Step 1. The matter shall first be taken up informally between the employee and the employee's supervisor. If the matter is not resolved within seven (7) calendar days, it shall proceed to Step 2.

Step 2. The grievance shall be reduced to writing and submitted to the Executive Board within fifteen (15) calendar days of the Step 1 response or within thirty (30) calendar days of the occurrence of the event, whichever is later. A designated member of the Executive Board and the Union shall meet within fifteen (15) calendar days of receipt of the written grievance in an attempt to resolve the issue. If not resolved with a written answer provided within fifteen (15) calendar days, the grievance shall proceed to Step 3.

Step 3. A grievance shall be presented in this step to the State Mediation and Conciliation Service, or to a mutually agreed upon neutral third party, within forty-five (45) calendar days. If the issue is not satisfactorily resolved, the grievance shall proceed to Step 4. The fees and expenses shall be borne equally by the parties.

Step 4. If the grievance is not settled at Step 3, the grievance may, within twenty (20) calendar days after completion of Step 3, be referred for arbitration. An arbitrator shall be selected through the striking process from lists furnished by the American Arbitration Association, Federal Mediation Service or other arbitrator or dispute resolution service, as determined by mutual agreement of the parties. The fees and expenses shall be borne equally by the parties.

- b. The time limits contained herein may be waived or extended by mutual written agreement of the parties.

11. Seniority

- a. Seniority is defined as the length of time an employee has been continuously employed by the employer.
- b. An employee's seniority shall commence on the initial date of hire.
- c. Seniority shall accrue during periods of authorized Leaves of Absence and during a period of layoff not to exceed one (1) year.
- d. An employee's seniority shall be lost when he/she terminates voluntarily, is discharged for just cause, fails to return following the end of an official leave of absence, or fails to accept a position when recalled.
- e. Seniority will be given due consideration in the filling of vacant positions.

12. Layoff

- a. A layoff is a separation from employment or reduction in percentage of appointment because of budgetary reasons or lack of work, which may be caused by reasons such as reorganization. Layoffs may be indefinite or temporary.
- b. In the event of a layoff, the Employer agrees to notify the Union sixty (60) days in advance of the layoff. UC-AFT also agrees to meet and confer on alternatives, implementation, and effects of the layoff. If it is not possible to give sixty (60) days notice, the Union will be notified as soon as practicable and the affected employee will be given pay in lieu of notice.
- c. In a layoff, probationary employees will be laid off first. Non-probationary employees shall be laid off in inverse order of seniority.
- d. The Employer agrees to meet and discuss with the Union any plan for a reduction in a staff appointment, the alternatives to such a reduction, and its effects before those decisions are finalized or implemented. In the case of reductions less than 15% of the employee's appointment, Employer agrees to give the Union and the employee 30 days notice, or pay in lieu of. In case of a reduction in time of 15% or more of the employee's appointment due to budgetary reasons or reorganization, the Employer agrees to give the Union and the employee 60 days notice or pay in lieu of notice. In the case of a reduction in time of 25% or more of the employee's appointment, the employee will be entitled to prorated severance. If the reduction of 25% or more of the employee's appointment results in the employee deciding to leave the employment of Employer, full severance will be given.
- e. Recall shall be in the reverse order of the layoff. The recalled employee must be able to return to work within thirty (30) calendar days of the recall. Laid off employees will remain on the recall list for three years following separation. Employees may refuse a position at a campus other than their home campus and remain on the recall list.

13. Vacancies

Advance notification in writing and first consideration shall be given to all bargaining unit employees of newly created or permanently vacated positions. Employees shall have five (5) calendar days from the date of posting to respond to the posting before the position is advertised to the general public.

14. Transfer

- a. In the case of involuntary transfer to a campus beyond a reasonable commute, the employee and the Union shall be given sixty (60) days notice. The Employer shall provide the employee and the Union a written explanation for the transfer. If requested by the Union, the Employer will meet and confer the involuntary transfer. If the transfer involves relocation, the Employer will pay the cost of the relocation. In the case of an involuntary transfer, the employer shall take seniority into due consideration. On a single campus, seniority will be the controlling factor. The employer will meet and discuss on any dispute concerning the definition of a “reasonable commute.”
- b. Transfer shall not be for disciplinary or punitive reasons. If the employee is unable or unwilling to accept the partial transfer, the employee will be reduced in time and covered by Layoff article section d and prorated severance pay. If the involuntary transfer involves relocation, the employer will pay the cost of the relocation.

15. Performance Evaluations

- a. Newly hired employees shall be evaluated in writing by his/her supervisor upon completion of three (3) months of employment and upon completion of the probationary period.
- b. Current employees shall be evaluated annually in writing on the employee’s anniversary date by his/her supervisor.
- c. The evaluation shall be discussed with each employee and shall become part of the employee’s permanent record. Each employee shall receive a copy of his/her evaluation.
- d. Employees shall be given the opportunity to make a written response to the evaluation. The response shall be placed in the permanent record with the evaluation.

16. Wages

Upon ratification of this Agreement, salaries of UFRE employees will be determined in accordance with the attached salary scale.

If the UC-AFT is considering advanced placement on the salary scale for a new hire, UC-AFT shall notify UFRE and, upon request, shall meet and discuss.

17. Mileage

Each employee shall have a designated "Home" campus or office and the cost of commuting to and from that location shall be borne by the employee. Mileage for use of an employee's personal automobile in the course of union business will be reimbursed at the rate set by the IRS. Reimbursement for parking and tolls will be made based upon submission of receipts. Reimbursement will be made for mass transit expenses even if no receipt can be provided. Reimbursement will be made for cab fare if it is the only, or most practical transportation alternative; a receipt should be requested and submitted. In the event an employee believes that rental of an automobile is required, this should be done only with the prior approval of the Executive Director, or his/her designee. Employees required to work two campuses shall designate the away campus and will be reimbursed at the IRS rate to travel to the away campus and back. Employees assigned to two or more campuses will get \$100 a month added to their salaries.

18. Vacation

- a. Vacation accumulates at the rate of fourteen (14) hours a month for a full time employee or a proportionate rate for a less than full time employee.
- b. Vacation may be carried over from one year to the next. In no event shall an employee retain more than 9 WEEKS vacation "in the bank". If employment is terminated, the employee will be compensated for accrued, unused vacation up to this cap.
- c. Every effort will be made to accommodate employee requests for vacation leave; however, vacations shall be scheduled in consultation with the Executive Director, or his/her designee, consistent with the demands of the employee's assignment and the needs of UC-AFT.

19. Sick Leave

- a. Sick leave accumulates at a rate of eight (8) hours a month for a full time employee or a proportionate rate for less than full time employee.
- b. If employment is terminated, the employee will not be compensated for unused sick leave. Employees are required to report to the Executive Director, or his/her designee, when they take and return from sick leave.

20. Holidays

The designated holidays are set out below. When a holiday falls on a Saturday, the proceeding Friday will be observed as the holiday. When a holiday falls on a Sunday, the following Monday will be observed.

New Years Day
 Martin Luther King Jr.'s Birthday (third Monday in January)
 President's Day (third Monday in February)
 Cesar Chavez Day (last Friday in March)
 Memorial Day (last Monday in May)
 Independence Day
 Labor Day (first Monday in September)
 Veteran's Day (November 11)
 Thanksgiving
 Day after Thanksgiving
 Christmas Eve*
 Christmas Day
 New Years Eve*

*If the holiday falls on a Friday, the holiday will be observed on Thursday.

The days between Christmas and New Years will be paid time off.

21. Leaves of Absence

Employees are eligible for Family Care and Medical Leave under the federal and state guidelines.

22. Bereavement

The employer agrees to provide a paid leave of 5 days per occurrence for bereavement of immediate family: grandparents, parents, legal guardians, spouse, in-laws, siblings, domestic partners, children and grandchildren.

A paid leave of 3 days will be granted for extended family: aunt/uncle, niece/nephew, cousin.

For bereavement leaves requiring international travel, ten (10) paid days shall be provided for immediate family and five (5) paid days shall be provided for extended family.

23. Jury Duty

Employees shall be eligible for a leave of absence with pay to serve on jury duty, up to ten (10) days. Upon receipt of initial notification for jury duty the employee shall promptly notify the Executive Director or his/her designee. Verification of actual service for jury duty shall be provided by the employee to the Executive Director or his/her designee. Employee shall cooperate with the employer in appealing service in the case that it will extend beyond normal length of service for the judicial district.

24. Professional Development

The parties agree that the accessibility of training programs and the ongoing training of unit members are essential to the mission of the UC-AFT.

- a. Employees will be reimbursed for the costs of attending job-related training classes, seminars, workshops, or conferences. Such training must be for the purpose of enhancing or advancing the employee's skills in areas directly related to the employee's regular job responsibilities. Staff shall have the discretion to choose professional development activities that relate to the duties they may be expected to perform for UC-AFT. UC-AFT shall not unreasonably or capriciously deny an employee's choice of professional development activities.
- b. In order to promote the professional development of employees, UC-AFT shall provide \$900 per year in professional development funds to each employee every calendar year. These funds shall not be used for internal UC-AFT trainings.

25. Personnel File

Employer will make available employee personnel file upon request.

26. Reporting Requirements

1. Activity Reports must be completed on a weekly basis. Vacation time, sick leave and holidays that occur during the regular workweek (Monday-Friday) should all be noted on the Activity report.
2. Because of the nature of exempt salaried positions, it is understood that there may be a wide range of hours reported week to week. While regular assignments will, to the extent possible, be designed so that they can reasonably be expected to be performed within the framework of a regular work week, there will be periods when longer, or weekend work will be required to properly fulfill staff responsibilities. Staff employees are expected to manage their time and to work in such a way that their regular and assigned tasks are completed and their job duties are fulfilled.

27. Expense Reimbursement

1. Employees will be reimbursed for expenses incurred in the course of their work, including such things as approved travel, meals while traveling, expenses for local meetings, office supplies, etc. Reimbursement forms with original receipts must be submitted in order for reimbursement to be paid.
2. In all cases, employees are expected to limit their expenses as much as possible. Such measures include, but are not limited to, arranging air travel well in advance, choosing a competitively priced long-distance carrier, shopping at discount office supply stores and seeking out moderately priced lodging for overnight assignments.

28. Benefits

Regular and probationary employees employed at 50% or more time shall be eligible for UC-AFT's complete benefit package. Temporary employees are not normally eligible for the UC-AFT benefit package.

29. Life Insurance

Employees shall be provided with a life insurance policy in the amount of ten thousand dollars (\$10,000) paid by the Employer.

30. Insurance Benefits The Employer will provide a benefit plan, which includes medical, dental, vision, chiropractic. Special arrangements already in effect will be grandfathered.

UC-AFT shall notify UFRE of the potential for changes to existing medicals plans and costs within seven (7) days of UC-AFT's knowledge of the potential changes. Upon request, UC-AFT shall meet and discuss the proposed changes.

UC-AFT will constitute an advisory insurance committee with the participation of staff to research possible alternative health plans.

UC-AFT will maintain a Medical Cost Assistance Fund. Staff becomes eligible for reimbursement through the fund if the incur extraordinary expenses, exceeding \$250.00 in documented out-of-pocket costs, from hospitalizations, outpatient procedures, co-pays, and prescription drugs. The maximum benefit payable to each staff member for out-of-pocket costs incurred for themselves or their covered dependents is \$3000.00 per year for medical costs and \$500.00 per year for prescription costs.

31. Severance Pay

a. An employee who is laid off will be paid, upon termination, two weeks for each year of employment up to a maximum of four (4) months. This provision only applies to regular employees. Time worked as a probationary employee will be included in the calculation of time worked.

b. Severance will only be paid once the employee fully briefs a designated officer or staff person on the status of matters that he/she is handling, turns in all outstanding activity and expense reports, and returns all Employer property, including proprietary lists, documents, computers, etc. Moreover, in the case of severance, the parties to this agreement will not disparage each other, or put the other party in a negative light.

32. Retirement Benefits

Upon ratification of this Agreement, with a three-year duration, there will be a 6% employer contribution to a 401(k) account, plus 4% match for those eligible employees electing to contribute to a 401(k) account. In either case, there will be immediate vesting.

33. Severability

In the event that any provision of this Agreement is declared invalid or void by statute or judicial decision, or when an appropriate administrative agency has issued a final decision, such action shall not invalidate the entire Agreement. It is the express intention of the parties that all other provisions not declared invalid or void shall remain in full force and effect. In the event that any provision of this Agreement is declared invalid or void, the parties agree to meet within thirty (30) calendar days upon request of either party in an attempt to reach an agreement on a substitute provision.

34. Duration

The terms and conditions of this Agreement shall remain in full force and effect until 3 years from the start of the contract.

Except as provided herein, neither party shall have any duty to meet and confer with respect to any modification of this Agreement.

Written proposals for a successor Agreement shall be exchanged by the parties no later than August 31, 2010.

35. Driver's License and Auto Insurance

- a. Employees who operate a motor vehicle in order to carry out their duties as UC-AFT employees shall maintain a valid driver's license. The employee will provide proof of a valid license when such proof is requested by UC-AFT.
- b. Employees shall maintain adequate insurance coverage on any vehicle they own and operate in the course of their duties as UC-AFT employees to protect the interest of UC-AFT against third parties. The minimum level of liability coverage shall be one hundred thousand dollars (\$100,000) per person and three hundred thousand (\$300,000) per accident. The employee will provide proof of such insurance coverage when such proof is requested by UC-AFT. All employees who own and operate a motor vehicle in the course of their duties as UC-AFT employees shall receive an insurance stipend of fifty dollars (\$50) per month.

The foregoing agreement between UC-AFT and UFRE, having been duly approved by both parties, is hereby executed by the undersigned authorized representatives of each party.

UC-AFT

UFRE

BY: _____
Bob Samuels, President, UC-AFT

BY: _____
Bill Quirk, UFRE Representative

BY: _____
Karen Sawislak, Executive Director, UC-AFT

BY: _____
Michelle Squitieri, UFRE Representative