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Agreement between the Printing Trades Alliance, Graphic Communications Union and the Regents of the University of California, 1999-2003

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Union Graphic Communications Union

Local Local 388M

Occupations Represented			
Bookbinders and bindery workers			

Bargaining Agency Regents of the University of California

Agency industrial classification (NAICS):

61 (Educational Services)

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**Notes** 

Contact

Full text contract begins on following page.

# university of California and Printing trades alliance Agreement

July 1, 1999 -- June 30, 2003

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## Article 1 PREAMBLE AND RECOGNITION

A. This Agreement is entered by and between The Regents of the University of California, a corporation, hereinafter referred to as the "University", and the Graphic Communications Union, Local 388M, District Council 2, hereinafter referred to as the "Union".

#### B. **DESCRIPTION OF UNIT**

The University recognizes the Union as the exclusive representative for matters within the scope of representation for all employees classified as:

8871	Press Foreperson
8872	Press Shift Leader/6 Color Press Operator
8873	5 Color Press Operator
8874	2 Color Press Operator
8869	1 Color Press Operator
8875	Assistant Press Operator
8876	General Helper
8813	Prepress Foreperson
8814	Prepress Shift Leader/Prepress Technical Expert
8815	Digital Prepress Technician
8816	Prepress Technician
8817	Service Bureau Technician
8818	Digital Machine Operator/Assistant Prepress Technician
8803	Functionally Related Facsimile Printing Operator
8805	Edition Bindery Foreperson
8806	Edition Bindery Shift Leader/Edition Bindery Technical Expert
8807	Senior Edition Bookbinder
8808	Edition Bookbinder
8809	Assistant Edition Bookbinder
8842	Principal Library Bookbinder
8843	Senior Library Bookbinder
8844	Library Bookbinder
8845	Assistant Library Bookbinder
8877	Press Operator Apprentice
8819	Prepress Technician Apprentice
8810	Edition Bookbinder Apprentice
8847	Library Bookbinder Apprentice

at the University of California in the bargaining unit covered by this Agreement, excluding employees who are managerial, supervisory, and confidential.

C. Any new printing trades classification shall be subject to meeting and conferring to determine bargaining unit status. If the parties are unable to agree upon inclusion or exclusion, either party may pursue PERB procedures.

## Article 2 DURATION

- A. This Agreement shall become effective upon ratification of the parties and shall remain in full force and effect until June 30, 2003.
- B. This Agreement shall renew itself from year to year unless either party shall give written notice by registered mail at least sixty (60) calendar days prior to June 30, 2003, of its desire to terminate or modify this Agreement.
- C. During the period of negotiations, this Agreement, including those articles under discussion, shall remain in full force and effect.

## Article 3 DEFINITIONS

- A. "Break in service" shall mean any separation from University employment and pay status except when a) an employee returns from a layoff of thirty (30) calendar days or less; b) an employee returns from an approved leave without pay; c) an employee is recalled from layoff during his/her period of recall eligibility; or d) an employee is preferentially rehired during his/her period of recall eligibility.
- B. "Casual employee" shall mean an employee who is appointed to a casual position.
- C. "Casual position" shall mean a position established at any percentage of time fixed or variable, for less than one (1) year, or a position established at a fixed or variable percentage of time at less than fifty percent (50%) of full time regardless of the duration of the position.
- D. "Class" is the term that refers to a job title as designated by a four-digit title code.
- E. "Earning plateau" is the term describing the maximum salary rate in a class beyond which movement is the result of a promotion or reclassification. Except for the Apprentice classes, each class listed in Article 1.B represents an "earning plateau."
- F. "Employee" as used in this Agreement shall refer only to employees within the bargaining unit set forth in Article 1, Preamble and Recognition.
- G. "Layoff" shall mean a reduction in time or a full layoff from work.
- H. "Location" shall mean one of the following three UC Printing Services locations:

The University of California Printing Plant, Berkeley The University of California Library Bindery, Oakland The University of California Library Bindery, Culver City

If the University assigns employees covered by this Agreement to a location other than those set forth above, such employees shall continue to be covered by this Agreement.

- I. "Pay status" shall mean any period of time for which an employee receives pay for time worked or for time on paid leave, except terminal vacation or time on extended military leave.
- J. "Probationary employee" shall mean an employee who is appointed to a regular position who has not completed the probationary period as defined in Article 6 of this Agreement.
- K. "Promotion" shall mean the upward movement of an employee from one position in a class to a vacant position in a class with a higher wage rate maximum.

- L. "Qualifying service" means a month of service in the bargaining unit on pay status at one-half (½) time or more, except that unpaid time on military leave from the University shall be considered qualifying service. Qualifying service begins at the start of the employee's probationary period for regular employment.
- M. "Reduction in time" shall mean any involuntary decrease in the number of hours in an employee's regular, daily or weekly schedule of work.
- N. "Regular employee" shall mean an employee who is appointed to a regular position, and who has completed his/her probationary period. For the purposes of this Agreement, a full time regular employee is one who is regularly scheduled to work forty (40) hours a week, except those employees in the Press, Prepress, and Edition Bindery groups at the Berkeley location whose full time schedule is thirty-seven and one-half (37½) hours per week.
- O. "Regular position" shall mean one which is established at a fixed or variable percentage of time of at least fifty percent (50%) or more and is expected to continue for one (1) year or longer. In addition, a regular position is a position originally designated as a casual position but is held by the same incumbent for 12 consecutive months at 50% time or more of full time. Such "regular" designation shall be effective the first of the month following the 12 consecutive months.
- P. "Series" means a specific grouping of classes related by skill, knowledge and abilities. There are four series in this Agreement: Press Operator, Prepress Technician, Edition Bookbinder and Library Bookbinder.
- Q. "Transfer" shall mean the movement of an employee to a vacant position with the same wage rate.

## Article 4 NEW EQUIPMENT

As soon as practicable prior to its occurrence, the University shall give notice to the Union of any new processes or equipment which would serve as a duplication of, or replacement or substitute for, any equipment or processes which are used by employees covered by this Agreement. If applicable, the University shall include in the notice a plan describing the steps that will be taken to train employees to staff the new processes or equipment.

## Article 5 NONDISCRIMINATION IN EMPLOYMENT

The provisions of this Agreement shall be applied to all members of the unit within the limits imposed by law or University regulations without regard to race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental disability, medical condition (cancer-related or genetic), status as a covered veteran (special disabled veteran, Vietnam era veteran, or any veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized), age, citizenship, or union activity.

Allegations of discrimination are not subject to the Grievance/Arbitration Procedures of this Agreement unless the allegation is based on an alleged violation of an otherwise grievable/arbitrable article. However, the Union may bring to the attention of the University those employment activities it deems to be in conflict with the terms of this Article.

## Article 6 PROBATIONARY PERIOD

#### A. TERMS

- 1. Employees appointed to regular positions established at fifty percent (50%) or more of full time for six (6) consecutive months or more shall serve a probationary period of one hundred and twenty-six (126) shifts without a break in service. Periods of absence from work, whether on pay status or not, shall not be counted towards completion of the probationary period. Employees who are rehired following a break in service shall serve a new probationary period whether or not they previously completed a probationary period.
- 2. Employees who are hired into a regular position from a casual position in the same class shall have time worked in the casual position applied to the probationary period. However, time worked in excess of sixty-three (63) shifts shall not be applied to the probationary period.

#### B. ATTAINMENT OF REGULAR STATUS

Upon satisfactory completion of the probationary period, an employee shall attain regular status and shall be considered a regular employee. Employees shall be so informed in writing.

#### C. **RELEASE**

Probationary employees may be released without cause at the sole discretion of the University. Disputes arising from this Section shall not be subject to the Grievance and Arbitration Procedures of this Agreement.

## Article 7 CASUAL EMPLOYEES

#### A. **ESTABLISHMENT OF POSITIONS**

- 1. Casual positions are temporary and/or part-time positions.
- 2. The University can make appointments to casual positions as it determines appropriate and shall determine the duration of the appointments and the percent of time of the appointments.

#### B. **TERMS**

- 1. Casual employees shall be credited with accrued vacation when they have worked at least one-half (½) of the working hours of the month for six (6) consecutive months. Accrued vacation will be calculated according to the provisions of Article 17, Vacation.
- 2. Casual employees who have been on pay status for at least one-half (½) of the working hours of the month are eligible for holiday pay as set forth in Article 18, Holidays.
- 3. Casual employees who have been on pay status for at least one-half (½) of the working hours of the month are eligible for sick leave as set forth in Article 19, Sick Leave.

#### C. RELEASE AND REDUCTION IN TIME

Casual employees may be released and/or reduced in time at the discretion of the University. Disputes arising from this section shall not be subject to the Grievance and Arbitration Procedures of this Agreement.

## Article 8 PROMOTION AND TRANSFER

#### A. **POSTING**

When the University intends to fill a vacant regular position or an apprenticeship **position** in the bargaining unit it will post a copy of the vacancy listing for at least five (5) work days, and will additionally send the Union a copy of the vacancy listing. The vacancy listing shall at a minimum list the qualifications, class, and location of the vacant position, and the location and deadline for application.

#### B. **APPLICATION**

An individual may submit an application by the deadline date to the office/location stated in the vacancy listing.

#### C. SELECTION

- 1. The University shall have sole responsibility for the selection of an individual or individuals to fill a vacant position. If qualified applicants, as determined by the University, are not available, or if a trainee is desired, the University shall consider for promotion or transfer to the vacant position employee applicants from the same location and from the same or lower class. The University shall consider the seniority of such employee applicants, but shall retain sole authority to select the employee(s) who it determines possess (es) the qualifications to perform the duties of the position most effectively.
- 2. Employees who have been promoted or transferred to a vacant position shall be promoted and/or transferred to a salary rate determined by the University and consistent with the terms and conditions of this Agreement. If the University determines that the employee cannot successfully perform the job, it may opt to return the employee to his/her former class and/or position within a six (6) month period after the employee is appointed to the vacant position. The University's action to return the employee to his/her former position and/or class, when based on its determination that the employee cannot successfully perform the new job, is not subject to the Grievance and Arbitration Procedures of this Agreement. If the employee determines that he/she cannot successfully perform the job he/she may opt to return to his/her former class and/or position within a two (2) month period after appointment to the new position.
- 3. Should senior employees, upon applying for vacant positions not be selected, they may, upon request, have a meeting with departmental management to discuss the reasons for the University decision or pursue the Complaint Resolution Procedure in Article 22. If, following such meeting or the completion of the Complaint Resolution Procedure, an employee requests such reasons in writing, they will be provided.

4. A committee composed of two Union and two University representatives will be established to draft policies and procedures to implement the 1990 Apprenticeship Agreement. The draft program must be formally approved by the University and the Union before it is implemented.

## Article 9 LEAVES OF ABSENCE

#### A. GENERAL CONDITIONS

- A regular employee may request, pursuant to the conditions required for each leave, a leave of absence. Unless otherwise specifically stated in this Agreement, all leaves of absence and all extensions, whether paid or unpaid, will be requested and approved in advance and granted solely at the discretion of the University.
- The Union will be notified of any leave of absence without pay of more than five (5) work days which has been requested by an employee and granted to the employee. Except as provided under the Family Medical Leave Act (FMLA), the Pregnancy Disability Leave Law (PDL) and the California Family Rights Act (CFRA), during a leave of absence without pay, an employee will not earn vacation or sick leave nor be eligible for any payments for time off work.
- 3. Prior to beginning a leave of absence without pay, unless otherwise requested by the employee and approved by the University, an employee's accrued vacation shall be used first, except that an employee shall not be required to exhaust accrued vacation prior to a leave without pay granted pursuant to Section D, Military Leave, and Section E, Pregnancy Disability Leave.
- 4. Regulations of the retirement system(s) will continue to determine the effect of leave without pay on retirement benefits. Regulations governing the insured benefit programs of the University will continue to determine an employee's status in each benefit program during a leave without pay.
- 5. During any time in which other employees are granted leave with pay under this Article, an employee who is
  - a. required to work,
  - b. on another type of leave with or without pay, or
  - c. not scheduled for work

is not eligible for additional pay.

- 6. Payments for leave with pay shall not exceed the number of hours in the employee's regular shift or regular work week.
- 7. Any employee who requests and/or obtains a leave of absence under false pretense or uses the leave for purposes other than that for which it was obtained shall be subject to immediate disciplinary action up to and including discharge.

8. Any time an employee is absent and not in an authorized paid leave status, the employee will be considered on a leave of absence. Such absence may be approved or unapproved at the discretion of the University.

#### B. **LEAVES WITHOUT PAY**

#### 1. Personal Leave

- a. A personal leave of no longer than six (6) continuous calendar months may be granted, at the sole discretion of the University, for such reasons as education which will directly increase an employee's job effectiveness. Employees ineligible for FMLA or who have exhausted their FMLA leave may request personal leave for the reasons cited in section F in this Article.
- b. The University may grant an extension of a personal leave when requested, provided such request is made no later than fourteen (14) calendar days prior to the expiration of the leave. A personal leave plus extensions may not total more than twelve (12) continuous months. Extensions may be granted solely at the discretion of the University. The Union will be notified of such extension.

#### 2. Work-Incurred Disability Leave

- a. An employee who is receiving temporary disability payments under the Worker's Compensation Act shall be granted a leave without pay for all or part of the period during which temporary disability payments are received except that such a leave shall not extend beyond any pre-determined date of separation. Employees on such leave shall be considered on pay status for all purposes, except in the calculation of time counted towards the completion of a probationary period.
- b. An employee who is granted work-incurred disability leave, and who is entitled to family and medical leave, shall have that time counted against the 12-workweek entitlement, as provided below, if the work-incurred injury qualifies as a serious health condition.

#### C. LEAVES WITH PAY

1. Jury Duty and Grand Jury Duty

An employee shall be granted regular pay for time lost due to jury service and a reasonable amount of related travel time to leave from or return to work.

2. Administrative or Legal Proceedings as a Witness

An employee, when served with a subpoena which compels the employee's presence as a witness in an administrative or legal proceeding, shall receive his/her

regular pay for the time lost serving as a witness and a reasonable amount of related travel time to leave from and/or return to work. An employee does not qualify for pay under this Section when the employee is the plaintiff or defendant in a proceeding, 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. Time lost under these conditions will be considered a scheduled day off for the employee, provided the employee has notified his/her supervisor of the need to be absent from work in accordance with the rules of his/her work location.

#### 3. Voting Privileges

An employee shall be granted up to a maximum of two (2) hours with pay, for voting in a statewide primary or general election, if the employee is scheduled to work a full shift or more on that day and the employee does not have time to vote outside of working hours.

#### 4. Blood Donation

An employee may be granted up to a maximum of two (2) hours with pay for donating blood in a University or Union sponsored blood drive during the employee's regularly scheduled hours of work.

#### 5. Bereavement Leave

- a. A leave of absence with pay of up to three (3) days may be granted in the event of a death in the immediate family of an employee. The immediate family shall include an employee's parents, spouse, siblings, children, or any other person residing in the household of the employee.
- b. In the event of a personal obligation regarding funeral attendance/bereavement for any other person, an employee shall be granted one (1) day bereavement leave and permitted to use not more than two (2) days of accrued sick leave per calendar year. The employee shall provide notice to his/her immediate supervisor.

#### D. MILITARY LEAVE

Military Leave shall be provided to bargaining unit employees to the same extent it is made available to unrepresented Berkeley Campus employees who are not managerial, supervisory or confidential.

#### E. PREGNANCY DISABILITY LEAVE

An employee disabled from working because of pregnancy, childbirth, or related medical conditions is eligible for and, upon request of the employee, shall be granted a leave of

absence for up to four months during the period of disability, except that any leave which is granted shall not extend beyond a predetermined date of separation.

#### 1. Coordination with Other Leaves

#### a. Sick Leave

Accrued sick leave shall be used first before leave without pay during a pregnancy disability leave.

b. An employee may elect to use vacation before leave without pay during a pregnancy disability leave.

#### c. Family and Medical Leave

If an employee on approved pregnancy disability leave is also eligible for family and medical leave under Section F below, up to 12 workweeks of pregnancy disability leave shall run concurrently with family and medical leave under Federal law. Upon termination of a pregnancy disability leave that runs concurrently with Federal family and medical leave, an employee if eligible, is also entitled to up to 12 workweeks of State family and medical leave for any covered reason except pregnancy or related medical conditions, provided the combined pregnancy disability leave and family and medical leave do not exceed seven months in the leave year.

#### 2. Reinstatement

An employee who has been granted a pregnancy disability leave shall be reinstated to the same position provided that the employee returns to work within four months and immediately following termination of the leave. If the employee would have been laid off or released had the employee remained on pay status during the period of leave, the employee shall be reinstated to a similar job at the same location. If a similar job is not available, the employee shall be afforded the same considerations which would have been afforded had she been on pay status when the position was affected by layoff.

#### 3. Less Strenuous or Hazardous Position

a. As an alternative to or in addition to pregnancy disability leave, the University shall temporarily transfer a pregnant employee to a less strenuous or hazardous position upon request of the employee and with the written certification of the employee's health care provider, if the transfer can be reasonably accommodated. For the purpose of this Section and Section E.3.b., a temporary transfer includes a temporary modification of the employee's own position to make it less strenuous or hazardous. A temporary transfer under this section shall not be counted toward an employee's entitlement of up to four

months of pregnancy disability leave, unless the employee is also on a reduced work schedule or an intermittent leave schedule.

- b. When medically necessary, and supported by medical certification, the University shall grant an employee 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 employee's entitlement of four months in any twelve-month period.
- c. An employee who is temporarily transferred to another position because of pregnancy or a pregnancy-related condition shall be reinstated as provided in Section E.2. A temporary transfer to a less strenuous or hazardous position shall not be counted toward an employee's entitlement of up to four months pregnancy disability leave.

#### F. FAMILY LEAVE AND MEDICAL LEAVE

Family and medical leave is provided for an eligible employee's serious health condition, the serious health condition of the employee's child, spouse, or parent, or to care for the employee's newborn, adopted, or foster care child, in accordance with State and Federal law in effect at the time the leave is granted.

An employee's own serious health condition is defined as an illness, injury, impairment, physical or mental condition that makes an employee unable to perform any one or all of the essential assigned functions of his/her position and involves the following:

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 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.

A serious health condition for the purposes of family illness leave is an illness, injury, impairment, physical or mental condition, as defined directly above, of the employee's child, parent or spouse which warrants the participation of a family member to provide supervision or care during a period of the treatment or incapacity including psychological comfort.

Leave granted to care for the employee's newborn, adopted, or foster care child shall be initiated and concluded during the 12 months following the child's birth or placement for adoption or foster care. Family and medical leave granted to an eligible employee shall not extend beyond a predetermined date of separation.

#### 1. Duration and Eligibility

An employee is entitled to up to 12 workweeks of family and medical leave in the leave year that begins on the date leave is first taken, provided that:

- a. the employee has at least 12 cumulative months of University service (all prior University service, including service with the Department of Energy Laboratories, shall be used to calculate the 12-month service requirement); and
- b. the employee has actually worked at least 1,250 hours during the 12 months immediately preceding the commencement date of the leave.
- c. 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 employees in this bargaining unit shall conform to the commencement date generally applicable to other University employees.

#### 2. Notification

An employee shall provide at least 30 days advance notice for an expected birth, placement of an adopted or foster care child, or planned medical treatment. If 30 days notice is not practicable, notice shall be given as soon as practicable. Failure to comply with applicable notice requirements may result in postponement of family and medical leave.

#### 3. Certification

- a. When leave is requested for the employee's own serious health condition, the University shall require that an employee's request for leave be supported by a written certification from the employee's health care provider. Such requirement shall be submitted to the employee in writing. If additional leave is requested upon expiration of the leave granted, the University shall require the employee to obtain rectification. The certification may be on a form provided by the University but shall, regardless of the format, in addition to certifying that the employee has a serious health condition, include:
  - 1) a statement as to whether the employee is unable to perform any one or more of the essential assigned functions of the position including a statement of the function(s) the employee is unable to perform, and
  - 2) the date, if known, on which the employee's serious health condition began, the probable duration of the condition and the employee's probable date of return, and
  - 3) whether it will be necessary for the employee to take leave intermittently or to work on a reduced leave schedule, and if so, the schedule and the probable duration of such schedule, and

- 4) if the condition is chronic and the employee is presently incapacitated, the duration and frequency of episodes of incapacity.
- b. When the leave of absence is requested for the serious health condition of the employee's family member, the University shall require that an employee's request be supported by written certification issued by the family member's health provider. Such requirement shall be submitted to the employee in writing. Certification may be provided by the employee on a form provided by the University and shall, regardless of format, in addition to certifying that the employee's family member has a serious health condition, include:
  - 1) a statement that the family member's serious health condition warrants participation of the employee to provide supervision or care during a period of the treatment or incapacity or to provide psychological comfort, and
  - 2) whether the employee's family member will need care intermittently or on a reduced schedule (the reduced schedule, if necessary) and the probable duration that the employee is needed to provide care.
  - 3) In addition, the employee will 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. When the leave is for the employee's own serious health condition, the University may, at its discretion, require the employee to obtain a second medical opinion from a health care provider selected by the University. Should the second medical opinion differ from the employee's own health care provider, the University may require a third medical opinion from a health care provider jointly approved by the University and the employee. The University shall bear the cost of the second and third opinions and the third opinion shall be final.
- d. The employee shall return the certification and/or recertification within 15 calendar days of the University's request, where practicable. Failure to provide certification for a foreseeable leave within the requested time may result in the denial of the leave until the required certification is received. Failure to provide certification for an unforeseeable leave within the requested time period may result in the discontinuance of the leave until the required certification is provided. If the employee 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, at the University's discretion, be discontinued; however, any leave taken is not FMLA leave.
- e. The University shall require that an employee's return to work be supported by medical certification releasing the employee to perform the essential assigned functions of his/her job. Failure to provide such a release may result in the

denial of reinstatement until after the employee submits the required medical release certification.

#### 4. Coordination with Other Leaves

Family and medical leave is unpaid leave, except under the following circumstances:

- a. Accrued sick leave shall be used first during a family and medical leave granted for an employee's own serious health condition in accordance with the University's disability plan, and to the extent permitted by Article 19, Sick Leave, Section C.3., during a family and medical leave granted to care for a child, spouse, or parent with a serious health condition. An employee who is not eligible for the University disability benefits and who is on non-work-incurred disability leave shall use all accrued sick leave prior to leave without pay.
- b. Accrued vacation shall be used for any family medical leave purpose pursuant to Section A.3. above.
- c. Any portion of a work-incurred disability leave shall be counted towards the 12week entitlement if the work-incurred injury qualifies as a serious health condition.
- 5. The University shall designate all paid and unpaid leaves as family and medical leave if the leave meets the requirements set forth in Sections F.1. F.6 and shall notify the employee in writing.

#### 6. Intermittent Leave and Reduced Work Schedule

When medically necessary, an employee may take family and medical leave on a reduced work schedule or on an intermittent basis including absences of less than one day. Only the time spent on such leave shall be counted towards the employee's entitlement. The University may require an employee on a reduced work schedule or intermittent leave to transfer temporarily to an alternative position if the alternative position better accommodates the required work schedule than the employee's regular position. Such transfer shall have equivalent pay and terms and conditions of employment but does not have to have equivalent duties.

#### 7. Reinstatement

An employee who has been granted a family and medical leave shall be reinstated to the same position, or at the University's discretion, an equivalent position with the equivalent employment benefits, pay, and other terms and conditions of employment provided that the employee returns to work immediately following termination of the leave. If the employee would have been laid off or released had the employee remained on pay status during the period of the leave, the employee shall be afforded the same considerations afforded to other employees scheduled for

temporary or indefinite layoff. The date of reinstatement is determined when the leave is granted unless an extension is granted and a new reinstatement date determined.

#### 8. Benefits

An employee on an approved family and medical leave shall be entitled to continue participation in health plan coverages (medical, dental and optical) as if on pay status for a period of up to 12 workweeks in the leave year except that an employee who exhausts her entitlement to health plan coverage while on an approved pregnancy disability leave that runs concurrently with Federal family and medical leave shall not be entitled to an additional 12 workweeks of health plan coverage under State family and medical leave.

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

## Article 10 LAYOFF, REDUCTION IN TIME, AND RECALL

#### A. **GENERAL PROVISIONS**

The University shall, at its sole discretion, determine if and when layoffs are necessary, in which series and location they are necessary, the number of employees to be laid off, and the duration of the layoff. The University has the sole discretion of retaining employees irrespective of seniority, location, and series who possess special skills, knowledge or abilities which are not possessed to the same degree by other employees.

#### B. **PROCEDURE FOR REGULAR EMPLOYEES**

Subject to the exceptions in Section A, the following procedure shall apply when a regular employee is to be placed on layoff:

- 1. Layoff shall be by and from each series within each location, and in inverse order of series seniority.
- 2. The employee with the least series seniority in an affected series at the employee's location shall be laid off first, provided that the employees remaining in the series have the ability to competently perform the work available, as determined by the University.

If the University plans to retain an employee irrespective of seniority, location or series, the Union will be provided with advanced notice and the opportunity to provide timely discussion on the proposal. This process shall not delay the University from taking the proposed action on the date included in the notice.

- 3. An employee shall be notified of the layoff twenty-four (24) hours before the layoff will start.
- 4. An employee who is notified of layoff and has accrued vacation may elect to be paid for accrued vacation during the period of layoff, following notification of layoff.
- 5. Seniority credit shall be calculated through the effective date of the layoff.

#### C. **RECALL PROCEDURE**

1. Employees with regular status who are on layoff have a right to recall to the same or similar active and vacant position from which they were laid off for a period not to exceed one hundred and twenty (120) calendar days from the effective date of layoff. Conditioned upon the employee's ability to perform the work competently, the employee shall be recalled from layoff in inverse order of layoff.

- 2. Employees who have not been recalled from layoff within the one hundred and twenty (120) calendar days shall be considered separated for lack of work. Additionally, the right to recall terminates if:
  - a. An employee fails to respond affirmatively to the University's notice of recall;
  - b. An employee refuses a recall to work at the same or higher class and at the same or greater percent of time from which the employee was laid off;
  - c. An employee accepts a regular position at the same or higher wage rate maximum within the University, or;
  - d. The employee does not return to work from layoff within five (5) calendar days of the recall date as stated in the recall notice, which has been sent by certified or registered mail or by telegram addressed to the employee at the employee's last known address on file with the Printing Services Department. An employee who changes address must notify the Printing Services Department of the change.
- 3. The right to recall does not terminate and is not extended if an employee on layoff accepts any casual position within the University. A return to pay status during a period of right to recall is not a break in service.

#### D. **PREFERENCE FOR REHIRE**

Employees who have been on layoff more than one-half (½) the time in any thirty (30) calendar day period shall be informed of any job opening in the unit, at the same or other location, during the period of right to recall. Such employees will be given preference in hiring if they apply for a position and are able, in the judgment of the University, to perform the work assigned. If the University determines the employee cannot perform the duties of the position, the employee can return to layoff and be credited with the same recall time remaining as of the date of hire for the new position.

## E. RELEASE AND REDUCTION IN TIME FOR CASUAL AND PROBATIONARY EMPLOYEES

Casual and probationary employees are released and/or reduced in time at the discretion of the University. Whenever practicable, notice shall be given prior to the release or reduction in time.

## Article 11 SENIORITY

#### A. "Seniority" is defined as follows:

1. "Series seniority" means the number of continuous months (of qualifying service) as a regular employee in a series beginning with the latest date of hiring or transfer into the series; provided, however, when an employee remains in the employee's series, but is transferred to another location as a result of the application of Article 8, Promotion and Transfer, as distinguished from a reallocation of the work force, the employee's series seniority shall date from the employee's transfer.

When an employee in the General Helper class (title code 8876) is permanently assigned to a department, the continuous months of qualifying service in that class, regardless of departmental assignment, will be credited to the employee's seniority in the series to which he/she has been permanently assigned.

- 2. "Class seniority" means the number of continuous months of qualifying service in a class beginning with the latest date of hiring or transfer into a class; provided, however, when an employee remains in the same class, but is transferred to another location as a result of the application of Article 8, Promotion and Transfer, as distinguished from a reallocation of the work force, the employee's class seniority shall date from the employee's transfer.
- 3. "Continuous months" means uninterrupted employment but includes layoffs and periods of paid absence authorized by and consistent with this Agreement.
- 4. "University seniority" means the number of continuous months of qualifying service with the University beginning with the latest date of hiring with the University and shall include periods of service outside the bargaining unit.
- B. An employee shall lose his/her status as an employee and his/her seniority if:
  - 1. The employee resigns or quits;
  - 2. The employee is discharged or released;
  - 3. The employee retires;
  - 4. The employee has been on layoff for more than one hundred and twenty (120) consecutive calendar days;
  - 5. As described in Article 12.D, the employee abandons the job by being absent from work, including the failure to return to work at the expiration of a leave of absence or vacation for five (5) consecutive working days without notifying the University, except

- when the failure to notify and work is due to circumstances beyond the control of the employee;
- 6. The employee does not return to work from layoff within five (5) calendar days of the recall date as stated in the recall notice, which has been sent by certified or registered mail or by telegram addressed to the employee at the employee's last known address on file with the Printing Services Department. An employee who changes address must notify the Printing Services Department of the change.
- C. Except as provided by statute, time in excess of sixty (60) calendar days on an approved leave without pay is not counted for the purposes of determining seniority under this Article. Time on an approved leave without pay for 60 days or less is counted to determine seniority under this Article.

## Article 12 RESIGNATION

- A. An employee is expected to give at least fifteen (15) calendar days notice prior to a resignation.
- B. Failure to report to work as scheduled for five (5) consecutive work days may be treated by the University as an employee's job abandonment which will be deemed a constructive resignation.
  - In the case of job abandonment, the University shall provide the employee with written notification of intent to separate her/him. This notification shall include the reasons for the separation and the employee's right to respond to the University within fourteen (14) calendar days. The notification shall be sent with a proof of service to the employee's last known mailing address.
  - 2. The employee shall have fourteen (14) calendar days from the mailing of such notice to respond to the University prior to separation. The response may, at the option of the employee, be in writing or may be a meeting with a designated University official.
- C. Separation from the University under this Article is not subject to the grievance and/or arbitration procedures of this Agreement.

## Article 13 REHABILITATION

- A. The University will provide assistance to regular employees who become disabled when such disabilities substantially limit their work activities. This assistance may include information about vocational rehabilitation services and reasonable accommodation.
- B. After receipt of medical documentation addressing the nature of the medical condition and the restrictions upon the employee's work activities, the University will determine what assistance, if any, will be offered to the employee.

## Article 14 MEDICAL SEPARATION/LEAVE

#### A. **TERMS**

When the University determines that an employee is unable satisfactorily to perform essential assigned functions due to a medical condition, that employee may be medically separated or placed on medical leave.

#### B. **NOTICE**

- 1. Written notice of intent of medical separation or leave shall be given to the employee, either by delivery of the notice to the employee in person, or by placing the notice of intent in the United States mail, first class postage paid, in an envelope addressed to the employee at the employee's last known home address. It shall be the responsibility of the employee to inform the Printing Services Department in writing of any change in such address. Whether delivery is made in person or by mail the notice of intent shall contain a Statement of Delivery of Mailing indicating the date on which the notice of intent was personally delivered or mailed.
- 2. Such date of delivery or mailing shall be the date of issuance of the notice of intent.
- 3. The notice shall:
  - a. inform the employee of the action intended, the reason for the action and the effective date of the action:
  - b. inform the employee of the right to respond and to whom to respond within ten (10) calendar days from the date of issuance of such notice of intent in accordance with instructions given by the University in the written notice sent to the employee. After review of the employee's timely response, if any, the University shall notify the employee of any action to be taken.

#### C. BREAK IN SERVICE

If a regular employee separated under this Article is reemployed within ninety (90) calendar days, a break in service does not occur. If an employee is receiving disability payments from a retirement system to which the University contributes and is reemployed within three hundred and sixty-five (365) calendar days, a break in service does not occur.

#### Article 15 HOURS OF WORK

#### A. **DEFINITIONS**

The standard work week consists of seven (7) consecutive days beginning at 12:01 a.m. Monday. A normal schedule of work for a full-time employee shall be one (1) shift per day, and five (5) shifts per week beginning Monday. A shift is eight (8) consecutive hours of paid work time, exclusive of one-half ( $\frac{1}{2}$ ) hour of unpaid lunch, except in the Press, Edition Bindery and Prepress series at the Berkeley location where a shift is seven and one-half ( $\frac{7}{2}$ ) consecutive hours of paid work time exclusive of one-half ( $\frac{1}{2}$ ) hour of unpaid lunch. This section shall not be construed as and is not a guarantee of any hours of work per day or per week, but is the normal schedule of work.

#### B. **STARTING TIME**

- 1. Full time employees assigned to the day shift shall be assigned to a regular starting time no earlier than 6:00 a.m. and no later than 8:30 a.m. Employees assigned to the second shift shall be assigned to a regular starting time no earlier than 2:00 p.m. and no later than 4:00 p.m. Employees assigned to the third shift shall be assigned a starting time no earlier than 10:00 p.m. and no later than 12:01 a.m.
- Starting times shall be the same throughout the week. However, an individual employee's starting time may be changed if the employee is notified no later than the end of his/her shift before any change in starting time, except in the case of emergency when normal staffing conditions cannot be maintained or when such advance notice cannot be given.

#### C. SHIFTS

Should the University change an employee's regular shift and assign the employee to a different shift, it shall notify him/her prior to the completion of his/her regular shift on Friday (to be effective the following Monday). Employees will not be moved from one shift to another shift for a period of less than five (5) days, unless mutually agreeable.

#### D. WORK DAY

All employees shall be present at the designated work station and ready for work at their starting time and shall remain at their work site and continue working until the end of the working period unless otherwise instructed or excused by their immediate supervisor.

#### E. LUNCH PERIODS

Lunch periods shall not be scheduled before three and one-half  $(3\frac{1}{2})$  hours of time worked or after four and one-half  $(4\frac{1}{2})$  hours of time worked and shall not exceed thirty (30) minutes

in duration. Modifications may be made with the mutual consent of the University and the employee.

#### F. **REST PERIODS**

Rest periods as normally practiced at each location shall be continued subject to operational requirements. If provided, rest periods shall be scheduled as to time and duration by the University, and shall be paid. If provided, the rest period is intended to be a recess from work. Rest periods may not be used to cover an employee's late arrival to work or early departure, to extend the lunch period, nor may they accumulate if not taken.

## Article 16 OVERTIME

#### A. **DEFINITION**

Overtime means hours worked in excess of the normal shift during the full-time daily or weekly assigned schedule.

#### B. **OVERTIME PAY**

1. Daily Overtime: Monday - Friday

Daily overtime is compensated at one and one-half (1½) times the employee's regular rate of pay for time worked in excess of the normal shift as defined by Article 15, A. The shift must be time actually worked.

#### 2. Saturday Overtime:

Saturday overtime is compensated at one and one-half (1½) times the employee's regular rate of pay for time worked in excess of the normal work week as defined in Article 15, A. The work week must be time on pay status.

3. In addition, the following overtime rates will apply to employees in the Press, Edition Bindery, and Prepress series at the Berkeley location:

#### Monday - Friday

One and one-half (1½) times the employee's regular rate of pay for the first three (3) hours of overtime worked;

Two (2) times the employee's regular rate of pay for overtime hours worked in excess of three (3) hours.

#### Saturday

One and one-half (1½) times the employee's regular rate of pay for the first four (4) hours of overtime worked and two (2) times the employee's rate thereafter.

#### Sunday

Two (2) times the employee's regular rate of pay for all hours of overtime worked.

4. Also, the following overtime rate will apply to employees in the Library Binderies:

#### Sunday

- Two (2) times the employee's regular rate of pay for all hours of overtime worked.
- 5. Overtime hours do not count toward accumulation of sick leave, vacation, holiday or retirement system credit.

#### C. **SCHEDULING**

- 1. Employees shall work overtime when scheduled. Provided the employee is qualified to perform the work, overtime will be assigned according to the following priority:
  - a. The employee regularly operating or performing in the situation where the overtime is to be worked;
  - b. By employee preference; and
  - c. By class seniority.
- 2. The University will take into account employee preference for overtime assignments including special circumstances that would conflict with participation in scheduled overtime. No employee will be required to work during more than two (2) consecutive weekends, unless no other employee who can do the work is available.
- 3. After the need for overtime is determined, the department shall notify the employee(s) that overtime must be worked. Advance notice of necessary overtime shall be given to employees whenever possible at least two hours before the end of the shift. Employees should be given notice of weekend overtime by 9:00 a.m. the preceding Friday. If such notice is not given, employees will not be required to work the scheduled weekend overtime.

#### D. **DUPLICATION AND PYRAMIDING**

There shall be no duplication, pyramiding, or compounding of any premium wage payments. If more than one (1) type of premium is applicable to work performed within a work week, the one applicable premium payment which will result in the highest total compensation shall be used.

## Article 17 VACATION

#### A. EARNING, ACCRUAL, AND SCHEDULING

- 1. Regular and probationary employees appointed at fifty percent (50%) or more of full time for a period of six (6) months or more and who are on pay status for at least one-half (1/2) or more of the working hours of the month are eligible to earn vacation. An employee must be on pay status for at least one-half (½) or more of the working hours of a month to earn vacation credit for that month. Vacation credit shall be earned by an eligible employee during leave with pay. A vacation accrual period is defined as one (1) calendar month for those employees who are paid monthly or semi-monthly, and quadri-weekly (i.e., two (2) consecutive bi-weekly pay periods) for those employees who are paid bi-weekly.
- Vacation credit is earned at the following rates, based on a straight time shift, for full time regular employees in the Prepress, Press and Edition Bindery series and for employees in the Library Bindery series prior to the ratification of this contract:

Vacation Accrual	Minimum To Be Taken
12 shifts/year	5 shifts
15 shifts/year	10 shifts
18 shifts/year	12.5 shifts
21 shifts/year	15 shifts
24 shifts/year	17.5 shifts
	12 shifts/year 15 shifts/year 18 shifts/year 21 shifts/year

Vacation credit is earned based on a straight time shift at the following rates for full time regular employees in the Library Bindery series hired or\_rehired after the ratification of the July 1, 1996 agreement:

Qualifying Service	Vacation Accrual	Minimum To Be Taken
1-60 months	10 shifts/year	5 shifts
61-120 months	15 shifts/year	10 shifts
121-240 months	18 shifts/year	12.5 shifts
241 months or more	21 shifts/year	15 shifts

- 3. Vacation is earned proportionately for work in excess of fifty percent (50%) in accordance with Appendix 1., which shall be used in computing vacation accrual.
- 4. A vacation schedule shall be established by the University and posted during the month of March. Regular employees shall submit their preference for vacation by the last day of February, but in all cases subject to the approval of the University. Changes after vacation requests have been approved will be by mutual consent of

the University and the employee. Conflicts in vacation requests will be resolved in favor of the employee with the earliest date of hire as a regular employee in the unit.

- 5. Employees have the preference of taking their vacation in one (1), two (2), three (3), or four (4) week periods, as limited above, provided that senior employees select first for only one (1) period before less senior employees have an opportunity to select their vacation. Each additional period of vacation shall be considered a separate claim, which may be made only after all other employees have had an opportunity to exercise their priority claim in a like manner. Other requests for vacation may be granted by the University at its convenience.
- 6. Employees in their second and subsequent year of employment must take, each year, the minimum vacation allowable in accordance with this Article. Extensions to the deadline for use of vacation shall be by the mutual agreement of the employee and the University, when a new deadline for taking the vacation shall be established.
- 7. Vacation credit shall not be earned for time on pay status in excess of the full-time working hours in a month.
- 8. Vacation credit shall not be used prior to the time it is accrued, nor shall it be used until the employee has completed his/her probationary period, except that during times of holiday closure regular and probationary employees may use up to three (3) days unaccrued vacation upon advance request and departmental approval.
- An employee who becomes ill or hospitalized while on vacation and provides a
  written statement from a physician to this effect shall have the period of illness
  charged against the employee's sick leave accrual (if any) and an adjustment made
  in vacation accrual.

#### B. **TERMS**

Qualifying Service is defined as a month of service in the bargaining unit on pay status at one-half (½) time or more, except that unpaid time on military leave from the University shall be considered qualifying service. Qualifying service, for purposes of this Article only, shall include University service in a career position not in this bargaining unit, provided there is no break in service between that employment and employment in a position in this unit.

### C. MAXIMUM ACCRUAL

A full time employee shall not accrue vacation credit in excess of an amount equal to two (2) times the employee's yearly accrual rate. A part time employee shall accrue vacation credit to the same maximum number of hours as a full time employee with comparable years of service. Vacation ceases to accrue when the maximum accrual has been reached.

### D. PAYMENT OF EARNED VACATION TIME

- 1. An employee with accrued vacation credit who terminates employment or who is granted extended military leave shall be paid for vacation credit through the employee's last day of work. The last day of work shall be the effective date of termination except that an employee who is retiring may use vacation up to the effective date of retirement.
- 2. An employee who leaves the University shall be paid for accrued vacation.

## Article 18 HOLIDAYS

#### A. **ESTABLISHED HOLIDAYS**

- The following holidays will be observed on the calendar day on which each falls, except that a holiday falling on Sunday will be observed on the following Monday and a holiday falling on Saturday will be observed on the preceding Friday unless an alternate date is announced by the University, after discussion with the Union: New Year's Day, The third Monday in January, The last Monday in May, The Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day. The Spring Administrative holiday will be a floating holiday, scheduled at the mutual convenience of the University and the employee during the calendar year in which it falls.
- 2. The following days will be observed as holidays on the dates shown or an alternate date agreed to in advance by the parties, except that a holiday falling on a Sunday will be observed on the following Monday and a holiday falling on Saturday will be observed on the preceding Friday unless an alternate date is announced: The third Monday in February, the Friday following Thanksgiving Day, December 24, and December 31.
- 3. An employee may observe a special religious holiday provided that the University determines that work schedules permit and that the time off is charged to vacation or is without pay

#### B. **DEFINITION**

- 1. The holiday shall be the consecutive twenty-four (24) hour period starting with the employee's regular starting time on the calendar day on which the holiday is observed.
- 2. Holiday pay is the regular pay at the straight time rate provided for the day declared a holiday.

#### C. **ELIGIBILITY FOR HOLIDAY PAY**

- 1. Only employees on pay status for at least one-half (½) time of the working hours of a month are eligible for holiday pay. In addition, to be eligible for holiday pay an employee must have been at work as scheduled for a full shift or on a scheduled authorized absence with pay on the employee's last scheduled work day before the holiday and first scheduled work day after the holiday.
- 2. No employee shall receive holiday pay for a holiday which is immediately preceded by or followed by an unscheduled and unauthorized absence, or a disciplinary suspension. Employees who have unscheduled absences due to illness on the day

preceding or following a holiday shall bring a medical verification of illness to the employee's supervisor on the employee's return to work in order for the absence to be authorized.

#### D. **PAYMENT OF HOLIDAY PAY**

- 1. A full time employee who does not work due to the holiday shall receive a full shift of holiday pay. A part-time employee who is on pay status between fifty (50) and seventy-five percent (75%) of full time shall receive seventy-five percent (75%) proportionate holiday pay. A part-time employee who is on pay status for between seventy-six (76) and one hundred percent (100%) of full time shall receive one hundred percent (100%) holiday pay.
- 2. An employee who works on a holiday shall receive appropriate holiday pay and shall also receive double time pay for the hours actually worked on the declared holiday.
- 3. An employee whose regular day off falls on a holiday shall receive appropriate holiday pay or another day off at the option of the University. The decision made by the University shall be final and not subject to the Grievance or Arbitration Procedures set forth in this Agreement.
- 4. An employee who fails to report on a holiday when scheduled shall not receive holiday pay unless the employee's failure to work is excused because of (1) personal sickness or injury as provided in Article 21, Sick Leave, or (2) other extraordinary circumstances beyond the control of the employee which cannot be corrected in time for the employee to meet the employee's employment obligation.

### Article 19 SICK LEAVE

#### A. **PURPOSE**

 Sick leave is to be used for personal illness or disability, medical appointments with advanced approval, and, as provided below, for illness of an employee's parent, spouse, children, sibling, or of any other person who is residing in the employee's household.

A sick leave accrual period is defined as one (1) calendar month for those employees who are paid monthly or semi-monthly, and quadri-weekly (i.e., two (2) consecutive bi-weekly pay periods) for those employees who are paid bi-weekly.

2. Sick leave is paid at the employee's regular rate of pay.

### B. **EARNING**

- 1. A full time employee appointed to a regular position will earn a total of nine (9) shifts of sick leave each year.
- 2. Casual employees shall earn sick leave in accordance with the provisions of this Article after they have worked twenty (20) shifts in a calendar month or after they have worked one-half (½) the working hours or more per month for six (6) consecutive months.
- 3. Employees must be on pay status for at least one-half (½) of the working hours of the month to earn sick leave credit for that month. Hours worked in excess of the employee's regular schedule are not counted as hours worked for purposes of computing sick leave credit. Sick leave is credited at the end of the month it is earned except that an employee terminating service who is eligible for sick leave shall not earn sick leave after the last day actually at work.

### C. **ELIGIBILITY**

- An employee may be required to submit to the University satisfactory proof of personal or family illness or disability, to receive an excused absence from work and sick leave pay.
- 2. Sick leave shall not be used prior to the time it is accrued. Sick leave shall not be used beyond a predetermined date of separation or predetermined date beginning a leave of absence without pay, except that a pregnant employee on approved leave without pay on the date certified by her doctor as the date on which she is no longer able to work, or the date of delivery, whichever is earlier, can use sick leave beginning with that day and continuing through the period that she is physically unable to perform the normal duties of her job.

3. Up to thirty (30) shifts of accrued sick leave per year may be used when the employee is required to be in attendance or to provide care because of serious illness of the employee's parent, spouse, children, sibling, or of any other person who is residing in the employee's household.

#### D. **NOTICE AND PROOF OF ILLNESS**

- 1. No sick pay shall be payable to an employee unless the employee's supervisor is notified of the illness/disability and the probable duration thereof as soon as possible, but in no event later than the beginning of the employee's shift, except when the University determines that the employee's failure to notify is due to circumstances beyond the control of the employee.
- 2. The University may require the employee to submit a verification, including medical verification, that the employee is unable to work for the duration of those absences because of personal/family illness or disability. The medical verification shall include a statement regarding the duration of the illness/disability, the reasons the employee was/is unable to perform assigned work, and the limitations, if any, on the employee related to the work assignment. If the University requires medical verification of the illness/disability, the University shall notify the employee that the medical verification shall be required, prior to the employee's return to work.
- 3. Employees who have unscheduled absences due to illness/disability on the day preceding or following a holiday shall bring a medical verification of illness/disability to the employee's supervisor on the employee's return to work in order for the absence to be authorized. Upon the employee's return to work, the University may require an employee to certify on a form provided by the University, the following information and any other information deemed pertinent to the absence, as determined by the University:
  - a. The illness/disability which prevented the employee from working, including time, dates, and circumstances, and whether or not the employee was under the care of a physician;
  - b. The amount of time lost from work in hours because of the illness/disability;
  - c. The name of the person to whom advance notice was given, and the time notice was given;
  - d. The reason, if notice was not given.
- 4. The University may have an employee claiming illness/disability examined by a physician or physicians of its choosing. The University shall pay the reasonable costs of any such medical examination and, when practical, shall send the employee to a physician of its choosing on the employee's work time.

#### E. SANCTIONS

- 1. Failure to provide the information described in Section D., when required, shall result in an unpaid absence from work for the period of absence and may result in an unexcused absence for the period of absence.
- 2. Unwarranted failure or refusal to follow medical advice in treating a disability when that failure or refusal results in an unnecessary extension of illness may result in loss of sick pay. Additionally, an employee's repeated use of sick time may result in loss of sick pay, when the University has determined that such use is abusive, and provided the University has provided written notice to the employee that sick leave will be denied in future instances of illness irrespective of the nature or duration of illness.

#### F. TRANSFERABILITY OF SICK LEAVE

An employee who leaves the unit shall have any accrued sick leave transferred if the employee is moving to a University position where sick leave is accrued. An employee who leaves the unit and moves to another University position which does not accrue sick leave shall have the employee's accrued sick leave held in abeyance.

## Article 20 UNIVERSITY BENEFITS

- A. For the purpose of this Article only, the term "employee" means regular and probationary employees.
- B. Employees are eligible to participate in a number of benefit programs generally available to other non-represented staff employees. "Staff employees" means those employees who are not managers, supervisors, confidential, or academic employees of the University. The Union understands and agrees that the University may at its option during the term of this Agreement choose to alter the coverage, rate of employee or University contribution or carrier of these plans as they apply to all University staff employees and that, if the University does so, such changes will apply to employees covered under this Agreement. The University will notify the Union of any changes in benefit coverage during the term of this Agreement.

Some of the benefit plans are listed below. The details of coverage and eligibility requirements have been independently communicated to the Union:

Health Insurance
Dental Insurance
Life Insurance
Accidental Death and Dismemberment Insurance
Business Travel Accident Insurance
Auto/Home Owners Insurance
Tax-Deferred Retirement Plans
Death Payments
Retirement
Disability Insurance

- C. Prior to the open enrollment period, the University agrees to notify the Union of changes in benefit coverages and costs, if any. The notice will be posted at each of the three Printing Services locations. Further, the University agrees to meet with the Union, once each year, upon request, to discuss University benefit coverage.
- D. Employees are eligible to continue participation in University benefit plans while on an approved leave without pay or layoff for up to three (3) months or as set forth in University group insurance regulations by paying their contributions directly to the University.

## Article 21 PARKING

The University shall provide parking at each location to the same extent and under the same conditions as normally provided for other University unrepresented staff employees, who are not managerial, confidential, or supervisory employees, at the employee's location.

## Article 22 COMPLAINT RESOLUTION PROCEDURE

#### A. TERMS

A complaint is defined as a complaint by an employee or the Union regarding the terms and conditions of an employee's employment which are not subject to the Grievance and Arbitration Procedures.

#### B. **ADJUSTMENT OF COMPLAINTS**

- 1. The employee shall attempt to resolve complaints with his/her immediate supervisor as soon as practicable. If the complaint is not resolved through informal discussion, the employee may notify the shop steward. The shop steward shall investigate the complaint and make a report to the Union representative.
- 2. When the Union has a complaint or when an employee's complaint has not been resolved, the Union representative may bring the complaint to the attention of the University. The Union representative and the local Personnel Department will meet to discuss the complaint and to attempt to resolve it.
- 3. Informal resolutions, although final, shall not be precedent setting, unless otherwise agreed to by the parties. Settlement offers made in this informal process shall not be introduced against a party or in grievances or arbitration.

## Article 23 DISCIPLINE AND DISCHARGE

#### A. GENERAL CONDITIONS

Provisions of this Article apply only to regular employees. The University shall not discipline or discharge an employee without cause. Disciplinary actions may include written warnings, suspensions without pay, demotion, reduction in salary, and discharge. Except as provided in Section B., disciplinary actions may be taken without prior notice of intent and need not be preceded by lesser forms of discipline.

#### B. **NOTICE OF INTENT**

- Written Notice of Intent to suspend for more than ten (10) working days, demote or discharge, shall be given to the employee, either by delivery of the notice to the employee in person, or by placing the Notice of Intent in the United States mail, first class postage paid, in an envelope addressed to the employee at the employee's last known home address.
- 2. Such delivery is conclusively presumed to provide actual notice to the affected employee. It shall be the responsibility of the employee to inform the Printing Services Department in writing of any change in such address. Whether delivery is made in person or by mail, the Notice of Intent shall contain a Statement of Delivery or Mailing indicating the date on which the Notice of Intent was personally delivered or mailed. Such date of delivery or mailing shall be the date of issuance of the Notice of Intent.
- 3. The Notice shall inform the employee of:
  - a. the charge;
  - b. the action intended;
  - c. the reasons for the intended action; and.
  - d. the effective date of the intended action.
- 4. The Notice shall also inform the employee of the right to respond to the Notice of Intent prior to the action being taken, the time limit within which the response should be made, the person to whom the response shall be made, and the response options available to the employee.
- 5. A copy of the Notice of Intent will be sent to the Union.

#### C. EMPLOYEE RESPONSE TO THE NOTICE OF INTENT

1. No employee is required to respond to the Notice of Intent. Furthermore, the absence of an employee response does not automatically indicate that the employee agrees with the charges in the Notice, nor does it restrict the employee from grieving

- any Management action which occurs after the employee's deadline for responding has passed.
- 2. If the Notice is to demote or to suspend the employee for more than ten (10) working days, the employee has the right to respond to the Notice, either orally or in writing. Such response must be received within ten (10) work days from the date of issuance of the Notice of Intent. Late responses need not be considered.
- 3. If the Notice of Intent is to discharge, as an alternative to the oral or written response, the employee may request a meeting with the University. Such response or request for a meeting must be received by the official designated pursuant to B.4. above no later than ten (10) work days from the date of issuance of such Notice of Intent. Such a meeting shall be scheduled within five (5) work days after the request is made. If the employee wishes representation in the meeting, the University shall make arrangement for the employee's representative, if an employee of the University, to be excused from work for the meeting. At the meeting, the employee shall be entitled to give a response, orally or in writing before the University decides on the action to be taken. When the employee is represented by the Union, such response must include any and all facts or defenses known to the employee or to the employee's representative. Late responses need not be considered.

### D. **DECISION**

- 1. After review of the employee's timely response, if any, the University shall notify the employee in writing, within five (5) work days, of any action to be taken. Discipline more severe than that described in the Notice of Intent may not be imposed without the issuance of a further Notice of Intent; however, the University may reduce such discipline without the issuance of a further Notice of Intent.
- 2. A copy of the decision will be provided to the Union.

#### E. INVESTIGATORY LEAVE

1. The University may place an employee on investigatory leave without prior notice in order to review or investigate allegations of conduct which, at the University's sole discretion, would warrant relieving the employee immediately from work duties. If upon conclusion of the investigation neither suspension without pay nor discharge is determined by the University to be appropriate, the employee shall be paid for the leave. If, as a result of the investigation, the University determines that the allegations against the employee support discharge, then the investigatory leave period shall be without pay. If, as a result of the investigation, the University determines that the allegations against the employee support a suspension, then the appropriate portion of the investigatory leave period shall be applied to the suspension.

2. When an employee is placed on investigatory leave, the Union will be sent a notice of such action.

## F. TIME LIMITS

Time limits, as established in this Article, may be extended by the mutual consent of the parties, in writing, in advance of the expiration of the time limits. Deadlines which fall on a University non-business day will automatically be extended to the next business day.

## Article 24 GRIEVANCE PROCEDURE

#### A. **TERMS**

- 1. A grievance is defined as an alleged violation of an express written provision of this Agreement during the term of this Agreement.
- 2. An individual employee or the Union shall have the right to use the Grievance Procedure. A grievance must be submitted in accordance with the procedure set forth below, except that Union grievances, and grievances filed as a result of a suspension without pay or a discharge, are filed directly at Step 3.
- 3. The University shall not have the right to file a grievance.
- 4. Grievances of two (2) or more employees, or grievances from one (1) employee which relate to the same incident, facts, issue or course of conduct, may be joined by mutual consent for purposes of review at any step of this procedure.

#### B. **PROCEDURE**

### 1. Step 1: Informal Review

- a. Employee Responsibility As soon as practicable, the aggrieved employee shall discuss the grievance with his/her immediate supervisor. All parties shall informally attempt a resolution of the matter. If the grievance is not resolved through informal discussion with the immediate supervisor, the aggrieved employee may file a formal grievance as set forth below.
- b. Informal resolutions, although final, shall not be precedent setting. Settlement offers made in the informal process shall not be introduced against a party in subsequent steps. Attempts at informal resolution do not extend time limits unless a written request for exception is granted by the Personnel Department in writing in advance.

### 2. Step 2: Formal Review

- a. Employee Responsibility If the grievance is not resolved at Step 1 of this procedure, the grievance shall be reduced to writing on a form agreed to by parties (See Step 3) and shall be submitted to the Berkeley Campus Personnel Office promptly, but in no event later than fifteen (15) work days after the employee knew or should have known of the event or action which gave rise to the grievance.
- b. The grievance shall be dated and signed by the grievant and shall set forth:

- 1) the specific articles, sections, and provisions of the Agreement alleged to have been violated;
- 2) the action grieved and how it violated the above-mentioned provisions;
- 3) how the employee was adversely affected;
- 4) the remedy requested;
- 5) the name of the employee's designated representative, if any;
- 6) the date of the occurrence of the alleged violation, and the date the employee had knowledge of the alleged violations; and,
- 7) the date the aggrieved employee discussed the alleged violation with his/her supervisor.

The University shall have no obligation to process a grievance which omits the information in b.1), 2), 6), or 7) above.

- c. At the time a properly filed grievance is received it shall be dated and a copy returned to the grievant. The employee's representative, if any, shall also be provided with a copy. The Union shall also be provided a copy.
- d. Upon receipt of the written grievance by the University, the parties shall within ten (10) work days set a place and time for a discussion of the grievance between the grievant and the University designee at the employee's location. The intent of this meeting is to attempt to resolve the grievance, and to provide the University with facts and contentions of the grievance so that the University can respond to the formal grievance in writing. Within ten (10) work days after the meeting is held, the employee will be sent notification in writing, of the University's decision.

### 3. Step 3: University Review

- a. Grievances may be submitted to Step 3 when:
  - 1) an employee grievance is not resolved, or written answer is not sent, within ten (10) work days after the Step 2 meeting;
  - 2) the Union is filing a grievance; or
  - 3) the grievance is the result of a suspension without pay or a discharge.

- b. All such grievances must be received by the Berkeley Campus Personnel Office within ten (10) work days after the grievant knew or should have known of the facts qualifying for a Step 3 grievance.
- c. Grievances which are initiated at Step 3 shall be reduced to writing on a form agreed to by the parties. The grievance shall be dated and signed by the grievant and shall set forth the information listed in Step 2, Article 24.B.2.b.
- d. Upon receipt of the written grievance by the University, a University Review Committee shall be convened to meet with the grievant and his or her representative, if any, to review the grievance, and to attempt to reach a resolution of the grievance. Within ten (10) work days after receipt of the step 3 grievance, the parties shall set a time and place for the University Review Committee Meeting. This is the last step for the grievant or his/her representative to present known facts or information which supports the grievant's contentions.
- e. The University Review Committee shall consider all information presented in the meeting, and must respond to the grievant in writing within ten (10) work days of the conclusion of the meeting. The decision becomes final on the twenty-first (21st) work day after the date of issuance, unless a timely request for arbitration is received from the Union on or before the twentieth (20th) work day. A copy of the decision will be mailed to the employee's representative and to the Union.

#### C. EMPLOYEE REPRESENTATION

An employee shall have the right to be represented at all steps of the Grievance Procedure by the Union, or any other one (1) person of the employee's choice other than a University of California employee who is supervisory, managerial, or confidential. No resolution of a formal grievance shall be final without providing the Union an opportunity for input.

#### D. **TIME LIMITS**

- Time limits may be extended by mutual agreement of the parties to the grievance, in writing in advance of the expiration of the time limits. Deadlines which fall on a University non-business day will automatically be extended to the next business day.
- 2. If a grievance is not appealed to the subsequent step of the procedure within applicable time limits, and a written request for extension has not been agreed to in advance, the grievance will be considered settled on the basis of the last University written response.

#### E. PAY STATUS

Upon advance request, a grievant, a grievant's representative and witnesses who are University employees, shall be granted release time to attend meetings convened by the

University to consider the grievance if such meetings occur during their regularly scheduled hours of work. Such release time will be considered time worked. Time spent in investigation and preparation for the Grievance Procedure shall not be on pay status.

### F. **PRECEDENT**

- 1. A grievance which has been submitted may be withdrawn at any step of the Grievance Procedure without prejudice to the position the Union may take in other grievances, unless the parties otherwise agree.
- 2. Neither settlements, nor withdrawals, set precedent for future grievances and facts concerning withdrawals or settlements cannot be used as evidence in future grievances, unless the parties otherwise agree.

## Article 25 ARBITRATION

#### A. **PROCEDURES**

- 1. An appeal to arbitration may be made only by the Union and only after exhaustion of the Grievance Procedure. The appeal to arbitration must be submitted on a form which has been mutually agreed upon by the parties and must be received by the Berkeley Campus Personnel Office within twenty (20) work days of the date of mailing of the University grievance decision to the Union. Proof of Service must accompany the appeal to arbitration.
- 2. The Union, in making such an appeal to arbitration, must set forth the issues and remedies remaining unresolved. Absent resolution during this period, the University shall review the grievance and begin the process to select an arbitrator.
- 3. At each step prior to arbitration, the parties shall ensure that all facts in support of the grievance are made known prior to arbitration and shall not seek to introduce new issues, allegations, evidence or facts at the arbitration hearing. No later than five (5) work days prior to the arbitration the Union and the University shall attempt to stipulate to the issue(s) and facts to be arbitrated. Settlement offers made during the Grievance Procedure shall not be used against a party in arbitration. The arbitration hearing shall be closed unless the parties otherwise agree in writing.

#### B. **SELECTION OF ARBITRATORS**

- 1. As soon as the grievance is determined to be ready for arbitration, the Union and the University by mutual agreement shall select an arbitrator from the list below. If mutual agreement is not possible, then the parties shall alternately strike the name of arbitrators until a final name exists. The parties will flip a coin to determine who begins the strike off. The party who wins the flip of the coin shall determine who begins the strike off.
- 2. The arbitrator will be selected from the following:

Robin Matt Wayne Estes Alonzo Fields Joe Gentile Matthew Goldberg John Kagel Tom Roberts

3. The University shall notify the selected arbitrator and upon the arbitrator's acceptance, the arbitrator shall fix a date and time for the hearing which is mutually convenient to the parties.

4. When a member of the arbitration list resigns from the list, or when the parties mutually agree to remove an arbitrator from the list, the arbitrator shall be replaced within forty (40) work days.

#### C. TERMS AND CONDITIONS OF ARBITRATION

Every grievance submitted to arbitration shall be subject to the following:

- 1. The arbitration proceeding shall provide an opportunity for the Union and the University to examine and cross-examine witnesses under oath and to submit relevant evidence. Relevant material and the names of all witnesses who are to be called shall be identified by the parties no later than five (5) work days prior to the hearing.
- 2. The jurisdictional authority of the arbitrator is limited to the determination of a grievance as defined in Article 24, Grievance Procedure, which is submitted to the arbitrator consistent with this Agreement. The arbitrator shall not have jurisdiction to hear or decide a grievance which is not received within the required time limits.
- 3. The arbitrator shall be limited to the interpretation of the Agreement regarding the issues submitted and shall have no power to add to, delete from, or otherwise alter the terms of the Agreement.
- 4. The arbitrator, following the close of the record of the hearing, shall consider the evidence presented and render a written decision. The written decision shall include a brief description of each issue under submission, the position of the parties, the findings of facts, the arbitrator's conclusion(s) as to violation of the Agreement, if any, and, where appropriate, a remedy.
- 5. If the grievance is sustained in whole or in part, the remedy shall not exceed restoring to the employee the pay, benefits, or rights lost as a result of a violation of the Agreement, less any remuneration, payments or benefits received from any source, including, but not limited to, Worker's Compensation and Unemployment Insurance benefits.
- 6. The arbitrator shall have no authority to award back wages or other financial relief, nor shall the University be liable on a grievance claiming back wages or other financial reimbursement for:
  - a. any period of time during which an extension of time limits has been granted at the request of the Union; or
  - 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 Union; or

- c. any period of time greater than forty-five (45) calendar days prior to the date of the Informal Review, Step 1 of the Grievance Procedure discussion or, for those grievances initiated at Step 3, forty-five (45) days prior to the date of the University review.
- 7. The decision of the arbitrator, when made in accordance with the arbitrator's jurisdiction and authority established by this Agreement, shall be final and binding upon the University, the Union, and the employee or employees involved.
- 8. 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.

### D. **EMPLOYEE PAY STATUS**

Whenever an arbitration hearing or a meeting held to resolve the grievance is scheduled during the regular work time of an employee who is the grievant or a representative of the grievant, reasonable release time with pay shall be granted to the employee(s) involved so long as the request for release time is received in advance. Employees so released shall be granted leave with pay. Employees called as witnesses may be released from work with reasonable advance request and granted leave with pay for reasonable time spent in meetings held to resolve the arbitration and for the time spent testifying in the arbitration hearing. Time spent in investigation and preparation for the Grievance Procedure and the arbitration shall not be on pay status. Employees shall not be paid for attendance at meetings or arbitrations held outside the employee's scheduled work time.

#### E. TIME LIMITS

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

## Article 26 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 Union agrees that the University has the right to make and implement decisions relating to areas including but not limited to those enumerated below. The Union also agrees that, although the University may choose to consult with the Union concerning the following areas, the University is not obligated to bargain with the Union as to such areas during the term of this Agreement. Examples of the rights reserved solely to the University administration and its agents and officials include, but are not limited to:
  - 1. The right to establish the University's missions, programs, objectives, activities, and priorities;
  - 2. The right to plan, direct, and control the use of resources and personnel to achieve the University's missions, programs, objectives, activities, and priorities;
  - 3. The right to full and exclusive control of the management of the University and its property, including but not limited to, the right to determine the methods and means by which all work will be performed; the right to introduce, change, discontinue, or reorganize operations, methods, materials, means, facilities, equipment, or processes, including technological alterations in processes or equipment or both; the right to discontinue, reorganize, relocate or subcontract all or any portion of the operations;
  - 4. The right to manage and direct employees, and to determine the size, composition and qualifications of the work force;
  - 5. The right to determine the work to be done; to assign work; to establish and change daily or weekly work schedules; to schedule hours of work, including overtime; and to establish or eliminate shifts;
  - 6. The right to recruit and hire; to establish, eliminate, or change classifications; to determine the qualifications for reclassifications; to determine and enforce the standards of performance, conduct, and safety to be met by employees and the process by which employees are evaluated; to train, develop, promote, transfer, reclassify, demote, or layoff employees; to reprimand, suspend, or otherwise discipline or discharge employees; and to release probationary and casual employees without cause;
  - 7. The right to establish, continue, modify, or discontinue any policies, practices, rules, or regulations which do not conflict with an express written provision of this Agreement;

- 8. The right to grant and determine the basis, and amount granted, for special increases, if any;
- 9. The right to maintain safety, efficiency, and order in its operations;
- 10. The right to develop, implement, and administer Affirmative Action programs.
- B. The above enumeration of management rights is not inclusive, and does not exclude other management rights not specified. Management retains the sole discretion to exercise or not exercise rights retained by the University and the nonexercise of any management right shall not be construed as a waiver of that right.
- C. No action taken by the University with respect to a management right shall be subject to the Grievance or Arbitration Procedures of this Agreement unless the exercise thereof violates an express written provision of this Agreement.

## Article 27 UNION RIGHTS

### A. DESIGNATION OF UNION OFFICIALS, REPRESENTATIVES, SHOP STEWARDS

The Union shall provide the University with an updated list of all authorized Union officials and representatives, and location stewards. Stewards shall act as the intermediary between employees at each location and the Union.

#### B. OFFICIALS RIGHT TO VISIT

The business agent or other duly authorized representative of the Union shall be permitted to visit the plant during operating hours for purposes consistent with the agreement provided that the agent/representative first notifies the University before entering the plant. Such access shall not interrupt or interfere with operations.

#### C. SHOP RULES

All written shop rules shall be posted by the University in a conspicuous place where they can be read by the employees. Shop rules shall not conflict with this Agreement.

#### D. **BULLETIN BOARDS**

Space shall be provided on University bulletin boards, at locations agreed upon by the parties, for the posting of official Union communications and such other notices as may be mutually agreed upon by the parties. Such notices shall have been initialed by an authorized Union official or representative.

#### E. CHAPEL MEETINGS

Union meetings and other Union business shall not be conducted during work time without the consent of the University.

#### F. NOTICE

The University shall notify each location's shop steward in writing as soon as practicable of all hires, layoffs, and permanent shift and/or starting time changes for employees at that location.

## Article 28 UNION SECURITY

#### A. MAINTENANCE OF MEMBERSHIP

- 1. Employees in this bargaining unit have the right to join the Union, at their discretion. An employee who joins the Union shall remain a member in good standing by tendering to the Union periodic dues and initiation fees as uniformly required by the Union. This section shall remain in full force and effect until the thirtieth (30th) calendar day prior to the expiration date of this Agreement.
- 2. Withdrawal notices for termination of dues deductions received by the University earlier than 30 calendar days prior to the expiration of the Agreement, shall be returned to the employee by the University with reference to this Article.

#### B. **PAYROLL DEDUCTION OF DUES**

- Each location at which one (1) or more employees have properly completed and submitted University forms to the University requesting that Union dues be deducted from their payroll checks will submit a monthly dues deduction check to the Union. Each location shall submit the monthly dues deduction check described above less administrative costs to the Union within twenty-one (21) days of the issuance of the paycheck from which the dues have been deducted.
- The amount of the dues deducted from an employee's paycheck will be calculated by the University on the basis of information provided by the Union concerning its dues structure. The Union agrees to reimburse the University for all costs actually incurred by the University as a result of changes made by the Union in the structure or method of calculation of the Union's dues during the term of this Agreement. The Union agrees to save the University harmless from liability except for liability to the Union for moneys actually withheld, but not transmitted. The Union further agrees to refund to the University any overpayment of money made to the Union pursuant to this Article through error or oversight on the part of the University.

## Article 29 WAIVER

The University and the Union acknowledge that during the negotiations which resulted in this Agreement, each party had the unlimited 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, supersedes and replaces prior Agreements and policies and is the sole source of rights and terms and conditions of employment for employees in this bargaining unit. As such, the University and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive 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 either or both the parties at the time they negotiated or signed this Agreement.

### Article 30 NO STRIKES

#### **GENERAL CONDITIONS**

- 1. During the life of this Agreement or any written extension thereof, the University agrees that there will be no lockouts by the University. Additionally, the Union, on behalf of its officers, agents and members, agrees that there shall be no strikes, slowdowns, picketing, walkouts, refusal to perform assigned duties, sit-downs, sympathy strikes, sick-outs, refusal to cross picket lines, boycotts or any such individual or concerted activities which interfere, directly or indirectly, with the operations of the University. The Union, its officers, agents, representatives and members and all other employees covered by this Agreement, agree that they shall not in any way, directly or indirectly, authorize, assist, encourage, participate in, sanction, ratify, condone or lend support to any such activities in violation of this Article.
- 2. Any employee who violates this Article shall forfeit all pay and benefits for the duration of the violations and shall be subject to disciplinary action up to and including termination of employment.
- 3. Any employee who is absent from work without permission, or who abstains wholly or in part from the full performance of his or her duties without permission, on the date or dates when such activities occur, shall be presumed to have engaged in such activities on such date or dates.
- 4. In addition to any other liability, remedy or right provided by applicable law or statute, should any such activities in violation of this Article occur, the Union shall immediately take whatever affirmative action as is necessary to prevent and bring about the termination of such action or interference as indicated above. Such affirmative action shall include the immediate written notice to the University that the Union disavows and refuses to recognize any such action or interference and the Union shall immediately send written notices to all employees at their home addresses stating that they cease their misconduct and inform them that their misconduct is a violation of the Agreement subjecting them to disciplinary action up to and including discharge. In addition, the Union will refuse to honor, along with its affiliated organizations, if any, all picket lines established by employees engaged in activity violative of the first paragraph of this Article.
- 5. If the Union performs in good faith and in a timely way all of the obligations above, the Union shall not be liable to the University for damages suffered as a result of such activities, except for such damages as are caused by the activities of officers of the Union or with their assistance or consent. If not, the Union shall be liable and shall make restitution to the University for all losses suffered by the University as a result of activity prohibited in this Article; however, such restitution shall not preclude the awarding of any other damages to which the University may be entitled.

## Article 31 SEVERABILITY

In the event that any provision of this Agreement is declared invalid or void by statute or judicial 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 promptly upon request of the other party in an attempt to reach an agreement on a substitute provision.

## Article 32 MOVEMENT IN A SERIES

- A. When an employee is reassigned from one position to another position in a class with the same wage rate maximum, on either a permanent or temporary basis, the employee's hourly rate shall remain the same.
- B. When an employee is reassigned to a position in a class with a lower wage rate maximum for twenty (20) consecutive working days or less, the employee's hourly rate shall not change.
- C. When an employee is reassigned to a position in a class with a lower wage rate maximum on a permanent basis or on a temporary basis for more than twenty (20) working days, the employee's hourly rate shall be the rate next lowest to the employee's current rate within the new class. This paragraph shall not apply to employees permanently classified, on the effective date of this Agreement, as a Library Bookbinder, a Senior Library Bookbinder or a Principal Library Bookbinder when assigned to work as an Assistant Library Bookbinder.
- D. When an employee is reassigned to a position in a class with a higher wage rate maximum on a permanent basis, or on a temporary basis, the employee's hourly rate shall be the rate next highest to the employee's current rate within the new class to be paid for all time actually worked.
- E. When an employee is promoted, the employee's hourly rate shall be the starting rate for the new class or the rate in the new class next higher to the employee's own, whichever is higher.

## Article 33 WAGES

- A. Wages shall be paid in accordance with the wage schedules as set forth in Appendix 3.
- B. In addition, a skill premium may be paid in special situations within the unit at sole discretion of the University.

## Article 34 SHIFT DIFFERENTIAL

## A. EVENING (second) SHIFT

A shift differential of sixth eight cents (\$.68) per hour worked shall be paid to employees whose shift starts on or after 2:00 p.m. and before 4:00 p.m.

### B. **NIGHT (third) SHIFT**

A shift differential of ninety five cents (\$.95) per hour worked shall be paid to any employee whose shift starts on or after 10:00 p.m. and before 12:00 midnight.

### C. SHIFT DIFFERENTIAL PAY

If, by mutual agreement, an employee's work hours are adjusted so that the **employee's** work schedule overlaps two (2) shifts, the employee shall be paid a combination shift differential at the prevailing rate of both shifts.

Steve Northup Dennis P. Marino Date Date **Chief Negotiator** Chief Negotiator University of California Graphic Communications Union Labor Relations, Berkeley Kenneth T. Phillippi Chris Medearis Assistant Negotiator UCPS - Berkeley University of California Labor Relations, Berkeley Susan M. Sheehan Myrna Rochelle UCPS - Culver City Manager University of California Printing Services, Berkeley Dave J. Martinelli John Costello UCPS - Oakland Manager University of California Library Book Binderies, Oakland Loretta Skamarocius

Loretta Skamarocius
Financial Analyst
University of California
Printing Services

The foregoing Agreement between the Printing Trades Alliance and The Regents of the University of California, having been duly approved by both parties, is hereby executed by the undersigned authorized representative of each party.

	HE REGENTS OF THE UNIVERSITY F CALIFORNIA			GRAPHIC COMMUNICATIONS UNION				
Ву:	Judith W. Boyette Associate Vice President Human Resources and Benefits			Steve Northup Vice President of Operations				
Date:	_	<u> </u>	Date:					
Approved as to form:  University Counsel of Tl  of the University of Calif			_	ents				
Ву:	Dennis P. Marin Chief Negotiator							

#### **WAGES - GENERAL TERMS**

The University retains the right to determine the appropriate percentage rate at which an individual will begin employment with the University, insofar as it is consistent with the wages assigned to the class representing the duties of the position in which the individual is employed.

Employees in journeylevel positions will advance in the pay rate schedule towards earning plateaus, when justified by performance, in one (1) year intervals. Employees in the Assistant level classes, will advance, when justified by performance, in the pay rate schedule toward the Assistant level plateau in six (6) month intervals.

Advancement in a series as here addressed is distinguished from movement in a series as described in Article 32. Advancement salary increases are based on the employee's performance in his/her current position. Article 32 addresses salary actions when an employee moves from one position to another.

Employees performing "satisfactory" will advance to the next highest salary level in the pay rate schedule for their current classification. Employees performing "less than satisfactory" may be held at their current salary level and will not be considered for advancement until their next salary review date. Employees may be considered for an increase of more than one salary level in the pay rate schedule. Advancement salary increases shall not result in a final salary rate that is above the plateau for the employee's classification.

Employees who progress through the secondary training program to the next earning plateau will remain dual rated (more than one wage rate, the lower being the primary rate for computing pay for such purposes as vacation, sick leave, other paid leaves, etc.) until a vacancy allows for promotion into a higher class. The provisions of Article 8, Promotion and Transfer, shall apply to this situation, which results in the change of the employee's primary rate to the higher class wage level.

Employees in the UCPS Apprenticeship Program are covered by the above provisions as well as the Memorandum of Agreement--UCPS Apprenticeship Program dated January 18, 1990 which is appended to this agreement.

Advancement increases that are either given or denied under this provision are **subject** to the Complaint Resolution Procedure only.

# Appendix 1 VACATION CREDIT TABLES

7.5-Hour Employees Number of Hours on Pay Status							Qualifying Service			
150-hr <u>Month</u>	157.5-hr <u>Month</u>	165-hr <u>Month</u> <u>more</u>	172.5-hr <u>Month</u>	Percent of Time on Pay Status	1-36 <u>Month</u>	37-120 <u>Month</u>	121-180 <u>Month</u>	181-240 <u>Month</u>	241 <u>or</u>	
75-111	79-117	83-122	86-128 11.25	50-75%	5.63	7.04	8.44	9.85		
112-150	118-157.5	123-165	129-172.5	76-100%	7.50 15.00	9.38	11.25	13.13		
8-Hour Employees										
Number of Hours on Pay Status					Qualifying Service					
160-hr <u>Month</u>	168-hr <u>Month</u>	176-hr <u>Month</u> more	184-hr <u>Month</u>	Percent of Time on Pay Status	1-36 <u>Month</u>	37-120 <u>Month</u>	121-180 <u>Month</u>	181-240 <u>Month</u>	241 <u>or</u>	
80-118 119-160	84-124 125-168	88-130 131-176	92-136 137-184	50-75% 76-100%	6 8	7.5 10.0	9 12	10.5 14.0	12 16	

## <u>Library Bindery Employees</u> <u>Hired After 9/1/96</u>

Number o	f Hours on P	ay Status		Qualifying	Qualifying Service			
160-hr	168-hr	176-hr	184-hr	Percent of Time on Pay Status	1-60	61-120	121-240	241
<u>Month</u>	<u>Month</u>	<u>Month</u>	<u>Month</u>		<u>Month</u>	<u>Month</u>	<u>Month</u>	or more
80-118	84-124	88-130	92-136	50-75%	5.0	7.5	9	10.5
119-160	125-168	131-176	137-184	76-100%	6.67	10.0	12	14.0

# Appendix 2 SICK LEAVE

## 7.5-Hour Employees

150-hr <u>Month</u>	157.5-hr <u>Month</u>	165-hr <u>Month</u>	172.5-hr <u>Month</u>	Percent of Time on <u>Pay Status</u>	Hours SL <u>Earned</u>
75-111	79-117	83-122	86-128	50-75%	4.22
112-150	118-157.5	123-165	129-172.5	76-100%	5.63
		8-Hour En	nployees		
160-hr <u>Month</u>	168-yr <u>Month</u>	176-hr <u>Month</u>	184-hr <u>Month</u>	Percent of Time on <u>Pay Status</u>	Hours SL <u>Earned</u>
80-118	84-124	88-130	92-136	50-75%	4.5
119-160	125-168	131-176	137-184	76-100%	6.0

# Appendix 3 WAGES

PREPRESS SERIES								
TITLE CODES	<u>TITLE</u>	10/99	<u>10/00</u>	<u>10/01</u>	10/02			
8813	PREPRESS FOREPERSON	\$25.83	\$26.60	\$27.40	\$28.22			
8814	PREPRESS SHIFT LEADER / PREPRESS TECHNICAL EXPERT	\$24.54	\$25.28	\$26.04	\$26.82			
8815	DIGITAL PREPRESS TECHNICIAN COMBO & ADVANCED	\$22.59	\$23.27	\$23.97	\$24.69			
8816	PREVIEW, DIGITAL ASSEMBLY, TRAP, APR, CLR SCAN, IMPOSITION PREPRESS TECHNICIAN (JOURNEY LEVEL)	\$21.33	\$21.97	\$22.63	\$23.31			
	COPY PREP, B&W SCAN, FILM ASSEMBLY, CAM, OPTICOPY, PLOTTING, PROOF, PLATES	\$20.79 \$20.27 \$19.73 \$19.19	\$21.41 \$20.88 \$20.32 \$19.77	\$22.05 \$21.51 \$20.93 \$20.36	\$22.71 \$22.16 \$21.56 \$20.97			
8817	SERVICE BUREAU TECHNICIAN	\$18.09	\$18.63	\$19.19	\$19.77			
	SERVICE BUREAU, DESKTOP APPS, LASER IMAGING, CDROM, ARCHIVE, DESIGN/TYPE	\$17.18 \$16.74 \$16.28 \$15.83 \$15.37	\$17.70 \$17.24 \$16.77 \$16.30 \$15.83	\$18.23 \$17.76 \$17.27 \$16.79 \$16.30	\$18.78 \$18.29 \$17.79 \$17.29 \$16.79			
8818	DIGITAL MACHINE OPERATOR	\$15.04	\$15.49	\$15.95	\$16.43			

	ASSISTANT PREPRESS TECHNICIAN	\$14.29 \$13.54 \$12.78	\$14.72 \$13.95 \$13.16	\$15.16 \$14.37 \$13.55	\$15.61 \$14.80 \$13.96
	DOCUTECH	\$12.04	\$12.40	\$12.77	\$13.15
8803	FACSIMILE PRINT/BINDERY OPERATOR 5390, KODAKS, BINDERY EQUIPMENT	\$11.99 \$11.38 \$10.79 \$10.18	\$12.35 \$11.72 \$11.11 \$10.49	\$12.72 \$12.07 \$11.44 \$10.80	\$13.10 \$12.43 \$11.78 \$11.12
8819	PREPRESS TECHNICIAN APPRENTICE	\$21.33 \$20.79 \$20.27 \$19.73 \$19.19	\$21.97 \$21.41 \$20.88 \$20.32 \$19.77	\$22.63 \$22.05 \$21.51 \$20.93 \$20.36	\$23.31 \$22.71 \$22.16 \$21.56 \$20.97

Press Series									
TITLE CODES	<u>TITLE</u>	10/99	10/00	<u>10/01</u>	10/02				
8871	PRESS FOREPERSON	\$28.53	\$29.39	\$30.27	\$31.18				
8872	PRESS SHIFT LEADER / 6/C PRESS OPERATOR	\$27.21	\$28.03	\$28.87	\$29.74				
8873	5/C PRESS OPERATOR	\$26.15	\$26.93	\$27.74	\$28.57				
8874	2/C PRESS OPERATOR (JOURNEY LEVEL)	\$24.08 \$22.87 \$21.67	\$24.80 \$23.56 \$22.32	\$25.54 \$24.27 \$22.99	\$26.31 \$25.00 \$23.68				
	MILLER 95 & MOZP	\$20.46	\$21.07	\$21.70	\$22.35				
8869	1/C PRESS OPERATOR	\$19.87 \$19.27	\$20.47 \$19.85	\$21.08 \$20.45	\$21.71 \$21.06				
	MULTI 17 PLATEAU ENVELOPE PRESS	\$18.66	\$19.22	\$19.80	\$20.39				
8875	ASSISTANT PRESS OPERATOR	\$17.38 \$15.64 \$13.90 \$12.16	\$17.90 \$16.11 \$14.32 \$12.52	\$18.44 \$16.59 \$14.75 \$12.90	\$18.99 \$17.09 \$15.19 \$13.29				
8876	GENERAL HELPER	\$11.99 \$10.79 \$9.59 \$8.38	\$12.35 \$11.11 \$9.88 \$8.63	\$12.72 \$11.44 \$10.18 \$8.80	\$13.10 \$11.78 \$10.49 \$9.16				
8877	PRESS OPERATOR APPRENTICE	\$24.08 \$22.87 \$21.67 \$20.46 \$19.87	\$24.80 \$23.56 \$22.32 \$21.07 \$20.47	\$25.54 \$24.27 \$22.99 \$21.70 \$21.08	\$26.31 \$25.00 \$23.68 \$22.35 \$21.71				

\$19.27 \$19.85 \$20.45 \$21.06 \$18.66 \$19.22 \$19.80 \$20.39

EDITION BINDERY SERIES									
TITLE CODE S	TITLE	10/99	<u>10/00</u>	<u>10/01</u>	<u>10/02</u>				
8805	EDITION BINDERY FOREPERSON	\$24.52	\$25.26	\$26.02	\$26.80				
8806	EDITION BINDERY SHIFT LEADER/ TECHNICAL EXPERT	\$23.30	\$24.00	\$24.72	\$25.46				
8807	SENIOR EDITION BOOKBINDER	\$21.45 \$20.91 \$20.37 \$19.83 \$19.30 \$18.76 \$18.22 \$17.69	\$22.09 \$21.54 \$20.98 \$20.42 \$19.88 \$19.32 \$18.77 \$18.22	\$22.75 \$22.19 \$21.61 \$21.03 \$20.48 \$19.90 \$19.33 \$18.77	\$23.43 \$22.86 \$22.26 \$21.66 \$21.09 \$20.50 \$19.91 \$19.33				
8808	EDITION BOOKBINDER	\$16.69 \$15.85 \$15.44 \$15.01	\$17.19 \$16.33 \$15.90 \$15.46	\$17.71 \$16.82 \$16.38 \$15.92	\$18.24 \$17.32 \$16.87 \$16.40				
8809	ASSISTANT EDITION BOOKBINDER	\$14.28 \$13.57 \$12.86 \$12.14	\$14.71 \$13.98 \$13.25 \$12.50	\$15.15 \$14.40 \$13.65 \$12.88	\$15.60 \$14.83 \$14.06 \$13.27				
8810	EDITION BOOKBINDER APPRENTICE	\$21.45 \$20.91	\$22.09 \$21.54	\$22.75 \$22.19	\$23.43 \$22.86				

\$20.37	\$20.98	\$21.61	\$22.26
\$19.83	\$20.42	\$21.03	\$21.66
\$19.30	\$19.88	\$20.48	\$21.09
\$18.76	\$19.32	\$19.90	\$20.50
\$18.22	\$18.77	\$19.33	\$19.91
\$17.69	\$18.22	\$18.77	\$19.33

LIBRARY BOOKBINDER SERIES	
LIBRARY DUUNBINDER JERIES	

TITLE CODES	TITLE	7/1/96	10/1/9 <u>8</u>	<u>10/01</u>	10/02
8842	PRINCIPAL LIBRARY BOOKBINDER	\$16.78 \$15.95 \$15.11	\$17.2 0 \$16.3 5 \$15.4 9	\$17.63 \$16.76 \$15.88	\$18.07 \$17.18 \$16.28
8843	SENIOR LIBRARY BOOKBINDER	\$14.28 \$13.42 \$12.59	\$14.6 4 \$13.7 6 \$12.9	\$15.01 \$14.10 \$13.22	\$15.39 \$14.45 \$13.55
8844	LIBRARY BOOKBINDER	\$11.75 \$11.33 \$10.92 \$10.49	\$12.0 4 \$11.6 1 \$11.1 9 \$10.7	\$12.34 \$11.90 \$11.47 \$11.02	\$12.65 \$12.20 \$11.76 \$11.30
8845	ASSISTANT LIBRARY BOOKBINDER	\$10.06 \$9.23 \$8.39	\$10.3 1 \$9.46 \$8.60	\$10.50 \$9.70 \$8.82	\$10.83 \$9.94 \$9.04
8847	LIBRARY BOOKBINDER APPRENTICE	\$11.75 \$11.33 \$10.92	\$12.0 4 \$11.6	\$12.34 \$11.90 \$11.47	\$12.65 \$12.20 \$11.76

For Dual-Rated Employees: Operators will be paid according to highest level position assigned for shift. Paid time off will be according to the class where 50% of time is worked during calendar month.

# Appendix 1 VACATION CREDIT TABLES

7.5-Hour Employees  Number of Hours on Pay Status  Qualifying Service									
150-hr <u>Month</u>	157.5-hr <u>Month</u>	165-hr <u>Month</u> <u>more</u>	172.5-hr <u>Month</u>	Percent of Time on Pay Status	1-36 <u>Month</u>	37-120 <u>Month</u>	121-180 <u>Month</u>	181-240 <u>Month</u>	241 <u>or</u>
75-111	79-117	83-122	86-128 11.25	50-75%	5.63	7.04	8.44	9.85	
112-150	118-157.5	123-165	129-172.5	76-100%	7.50 15.00	9.38	11.25	13.13	
Ni waka wa	f	ov. Chahva		8-Hour Employ	<u>ees</u>	Ovalit da	- Comico		
<u>inumber o</u>	of Hours on Pa	ay Status				Qualifyiri	g Service		
160-hr <u>Month</u>	168-hr <u>Month</u>	176-hr <u>Month</u> <u>more</u>	184-hr <u>Month</u>	Percent of Time on Pay Status	1-36 <u>Month</u>	37-120 <u>Month</u>	121-180 <u>Month</u>	181-240 <u>Month</u>	241 <u>or</u>
80-118 119-160	84-124 125-168	88-130 131-176	92-136 137-184	50-75% 76-100%	6 8	7.5 10.0	9 12	10.5 14.0	12 16

### <u>Library Bindery Employees</u> <u>Hired After 9/1/96</u>

Number of Hours on Pay Status						Qualifying	g Service	
160-hr	168-hr	176-hr	184-hr	Percent of Time on Pay Status	1-60	61-120	121-240	241
<u>Month</u>	<u>Month</u>	<u>Month</u>	<u>Month</u>		<u>Month</u>	<u>Month</u>	<u>Month</u>	or more
80-118	84-124	88-130	92-136	50-75%	5.0	7.5	9	10.5
119-160	125-168	131-176	137-184	76-100%	6.67	10.0	12	14.0

# Appendix 2 SICK LEAVE

## 7.5-Hour Employees

150-hr <u>Month</u>	157.5-hr <u>Month</u>	165-hr <u>Month</u>	172.5-hr <u>Month</u>	Percent of Time on <u>Pay Status</u>	Hours SL <u>Earned</u>
75-111	79-117	83-122	86-128	50-75%	4.22
112-150	118-157.5	123-165	129-172.5	76-100%	5.63
		8-Hour En	nployees		
160-hr <u>Month</u>	168-yr <u>Month</u>	176-hr <u>Month</u>	184-hr <u>Month</u>	Percent of Time on <u>Pay Status</u>	Hours SL <u>Earned</u>
80-118	84-124	88-130	92-136	50-75%	4.5
119-160	125-168	131-176	137-184	76-100%	6.0

# Appendix 3 WAGES

PREPRESS SERIES								
TITLE CODES	<u>TITLE</u>	10/99	<u>10/00</u>	<u>10/01</u>	10/02			
8813	PREPRESS FOREPERSON	\$25.83	\$26.60	\$27.40	\$28.22			
8814	PREPRESS SHIFT LEADER / PREPRESS TECHNICAL EXPERT	\$24.54	\$25.28	\$26.04	\$26.82			
8815	DIGITAL PREPRESS TECHNICIAN COMBO & ADVANCED	\$22.59	\$23.27	\$23.97	\$24.69			
8816	PREVIEW, DIGITAL ASSEMBLY, TRAP, APR, CLR SCAN, IMPOSITION PREPRESS TECHNICIAN (JOURNEY LEVEL)	\$21.33	\$21.97	\$22.63	\$23.31			
	COPY PREP, B&W SCAN, FILM ASSEMBLY, CAM, OPTICOPY, PLOTTING, PROOF, PLATES	\$20.79 \$20.27 \$19.73 \$19.19	\$21.41 \$20.88 \$20.32 \$19.77	\$22.05 \$21.51 \$20.93 \$20.36	\$22.71 \$22.16 \$21.56 \$20.97			
8817	SERVICE BUREAU TECHNICIAN	\$18.09	\$18.63	\$19.19	\$19.77			
	SERVICE BUREAU, DESKTOP APPS, LASER IMAGING, CDROM, ARCHIVE, DESIGN/TYPE	\$17.18 \$16.74 \$16.28 \$15.83 \$15.37	\$17.70 \$17.24 \$16.77 \$16.30 \$15.83	\$18.23 \$17.76 \$17.27 \$16.79 \$16.30	\$18.78 \$18.29 \$17.79 \$17.29 \$16.79			
8818	DIGITAL MACHINE OPERATOR	\$15.04	\$15.49	\$15.95	\$16.43			

	ASSISTANT PREPRESS TECHNICIAN	\$14.29 \$13.54 \$12.78	\$14.72 \$13.95 \$13.16	\$15.16 \$14.37 \$13.55	\$15.61 \$14.80 \$13.96
	DOCUTECH	\$12.04	\$12.40	\$12.77	\$13.15
8803	FACSIMILE PRINT/BINDERY OPERATOR 5390, KODAKS, BINDERY EQUIPMENT	\$11.99 \$11.38 \$10.79 \$10.18	\$12.35 \$11.72 \$11.11 \$10.49	\$12.72 \$12.07 \$11.44 \$10.80	\$13.10 \$12.43 \$11.78 \$11.12
8819	PREPRESS TECHNICIAN APPRENTICE	\$21.33 \$20.79 \$20.27 \$19.73 \$19.19	\$21.97 \$21.41 \$20.88 \$20.32 \$19.77	\$22.63 \$22.05 \$21.51 \$20.93 \$20.36	\$23.31 \$22.71 \$22.16 \$21.56 \$20.97

Press Series						
TITLE CODES	<u>TITLE</u>	10/99	10/00	<u>10/01</u>	10/02	
8871	PRESS FOREPERSON	\$28.53	\$29.39	\$30.27	\$31.18	
8872	PRESS SHIFT LEADER / 6/C PRESS OPERATOR	\$27.21	\$28.03	\$28.87	\$29.74	
8873	5/C PRESS OPERATOR	\$26.15	\$26.93	\$27.74	\$28.57	
8874	2/C PRESS OPERATOR (JOURNEY LEVEL)	\$24.08 \$22.87 \$21.67 \$20.46	\$24.80 \$23.56 \$22.32 \$21.07	\$25.54 \$24.27 \$22.99 \$21.70	\$26.31 \$25.00 \$23.68 \$22.35	
	MILLER 95 & MOZP					
8869	1/C PRESS OPERATOR	\$19.87 \$19.27 \$18.66	\$20.47 \$19.85 \$19.22	\$21.08 \$20.45 \$19.80	\$21.71 \$21.06 \$20.39	
	MULTI 17 PLATEAU ENVELOPE PRESS					
8875	ASSISTANT PRESS OPERATOR	\$17.38 \$15.64 \$13.90 \$12.16	\$17.90 \$16.11 \$14.32 \$12.52	\$18.44 \$16.59 \$14.75 \$12.90	\$18.99 \$17.09 \$15.19 \$13.29	
8876	GENERAL HELPER	\$11.99 \$10.79 \$9.59 \$8.38	\$12.35 \$11.11 \$9.88 \$8.63	\$12.72 \$11.44 \$10.18 \$8.80	\$13.10 \$11.78 \$10.49 \$9.16	
8877	PRESS OPERATOR APPRENTICE	\$24.08 \$22.87 \$21.67 \$20.46 \$19.87	\$24.80 \$23.56 \$22.32 \$21.07 \$20.47	\$25.54 \$24.27 \$22.99 \$21.70 \$21.08	\$26.31 \$25.00 \$23.68 \$22.35 \$21.71	

\$19.27 \$19.85 \$20.45 \$21.06 \$18.66 \$19.22 \$19.80 \$20.39

EDITION BINDERY SERIES						
TITLE CODE S	TITLE	10/99	<u>10/00</u>	<u>10/01</u>	10/02	
8805	EDITION BINDERY FOREPERSON	\$24.52	\$25.26	\$26.02	\$26.80	
8806	EDITION BINDERY SHIFT LEADER/ TECHNICAL EXPERT	\$23.30	\$24.00	\$24.72	\$25.46	
8807	SENIOR EDITION BOOKBINDER	\$21.45 \$20.91 \$20.37 \$19.83 \$19.30 \$18.76 \$18.22 \$17.69	\$22.09 \$21.54 \$20.98 \$20.42 \$19.88 \$19.32 \$18.77 \$18.22	\$22.75 \$22.19 \$21.61 \$21.03 \$20.48 \$19.90 \$19.33 \$18.77	\$23.43 \$22.86 \$22.26 \$21.66 \$21.09 \$20.50 \$19.91 \$19.33	
8808	EDITION BOOKBINDER	\$16.69 \$15.85 \$15.44 \$15.01	\$17.19 \$16.33 \$15.90 \$15.46	\$17.71 \$16.82 \$16.38 \$15.92	\$18.24 \$17.32 \$16.87 \$16.40	
8809	ASSISTANT EDITION BOOKBINDER	\$14.28 \$13.57 \$12.86 \$12.14	\$14.71 \$13.98 \$13.25 \$12.50	\$15.15 \$14.40 \$13.65 \$12.88	\$15.60 \$14.83 \$14.06 \$13.27	
8810	EDITION BOOKBINDER APPRENTICE	\$21.45 \$20.91	\$22.09 \$21.54	\$22.75 \$22.19	\$23.43 \$22.86	

\$20.37	\$20.98	\$21.61	\$22.26
\$19.83	\$20.42	\$21.03	\$21.66
\$19.30	\$19.88	\$20.48	\$21.09
\$18.76	\$19.32	\$19.90	\$20.50
\$18.22	\$18.77	\$19.33	\$19.91
\$17.69	\$18.22	\$18.77	\$19.33

LIBRARY BOOKBINDER SERIES	
LIBRARY DUUNBINDER JERIES	

TITLE CODES	TITLE	7/1/96	10/1/9 <u>8</u>	10/01	10/02
8842	PRINCIPAL LIBRARY BOOKBINDER	\$16.78 \$15.95 \$15.11	\$17.2 0 \$16.3 5 \$15.4 9	\$17.63 \$16.76 \$15.88	\$18.07 \$17.18 \$16.28
8843	SENIOR LIBRARY BOOKBINDER	\$14.28 \$13.42 \$12.59	\$14.6 4 \$13.7 6 \$12.9	\$15.01 \$14.10 \$13.22	\$15.39 \$14.45 \$13.55
8844	LIBRARY BOOKBINDER	\$11.75 \$11.33 \$10.92 \$10.49	\$12.0 4 \$11.6 1 \$11.1 9 \$10.7	\$12.34 \$11.90 \$11.47 \$11.02	\$12.65 \$12.20 \$11.76 \$11.30
8845	ASSISTANT LIBRARY BOOKBINDER	\$10.06 \$9.23 \$8.39	\$10.3 1 \$9.46 \$8.60	\$10.50 \$9.70 \$8.82	\$10.83 \$9.94 \$9.04
8847	LIBRARY BOOKBINDER APPRENTICE	\$11.75 \$11.33 \$10.92	\$12.0 4 \$11.6	\$12.34 \$11.90 \$11.47	\$12.65 \$12.20 \$11.76

For Dual-Rated Employees: Operators will be paid according to highest level position assigned for shift. Paid time off will be according to the class where 50% of time is worked during calendar month.