

UNIVERSITY OF CALIFORNIA

LAWRENCE LIVERMORE NATIONAL LABORATORY

AND

SECURITY POLICE OFFICERS ASSOCIATION

2004 – 2008 AGREEMENT

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ARTICLE 1: AGREEMENT

This Agreement is made and entered into as of October 1, 2004 at Livermore, California, pursuant to the provisions of Articles 1 through 11 of the Higher Education Employer Employee Relations Act (HEERA) by and between The Regents of the University of California/Lawrence Livermore National Laboratory (LLNL) (hereinafter referred to as "LLNL", the "management" or "employer") and the Security Police Officers Association (hereinafter referred to as the "SPOA" or "Association") formerly known as the Protective, Service Officers Association (PSOA).

A. Purpose of Agreement

1. It is the intent and purpose of the parties hereto that this Agreement constitutes an implementation of the provisions of HEERA and provides for orderly and constructive employment relations in the public interest, in the interest of the Laboratory, and the interest of the employees represented by the SPOA.
2. The parties hereby acknowledge that this Agreement represents an amicable understanding reached by the parties as a result of the unlimited right and opportunity of the parties to make any proposals with respect to the employer-employee relationship, which exists between them relative to the scope of bargaining.
3. This Agreement recognizes one (1) certified bargaining unit. Each provision of the Agreement applies to that bargaining unit unless specified otherwise.

B. Recognition

Pursuant to and in conformity with the certification issued by the Public Employment Relations Board (PERB) of the State of California in case number SFR-724-H, the Employer recognizes SPOA as the sole and exclusive representative for the purpose of collective bargaining with respect to wages, hours, and terms and conditions of employment for all full time Security Police Officers (655.1) employed by the Employer at Livermore, California, and its Site 300 facility located in Tracy, California. The Employer also voluntarily recognizes the SPOA as the sole and exclusive representative for the purpose of collective bargaining with respect to wages, hours, and terms and conditions of employment for all full-time Security Officers (655.0) employed by the Employer at Livermore, California, and its Site 300 facility located in Tracy, California. The Employer's recognition of the SPOA as exclusive representative for Security Police Officers and Security Officers excludes all other full-time and part-time employees including, office clerical employees, Central Alarm Station (CAS) operators, professional, managerial, supervisory and /or confidential employees.

ARTICLE 2: ACCESS

The Laboratory agrees that non-employee officers and representatives of SPOA shall be admitted to the premises of the Laboratory at reasonable times and upon no less than twenty-four (24) hours notice to and approval from the appropriate Laboratory representative. When a situation warrants shorter notice, the parties shall mutually agree to waive such notice. Such visitation shall be for the purpose of ascertaining whether this Agreement is being observed by the parties and for activities specified in Article 6 - Grievance Procedure. The Laboratory shall inform SPOA as to the Laboratory Representative to be notified of an impending visit.

A. Bulletin Boards

1. Where bulletin boards or bulletin board space is available for SPOA, such availability shall continue.
2. Bulletin board availability for display of appropriate materials related to the bargaining unit, based on existing Laboratory practices, understandings and agreements, shall be provided on the following basis:
 - a. The Association may use bulletin boards designated by the Laboratory to post materials related to Association business. Any materials posted must be dated and initialed by the Association representative responsible for the posting and a copy of all materials posted must be provided to the appropriate Laboratory representative at the location at the time of posting.
 - b. All materials shall be posted by an officer of the Association and may include but not be limited to the matters listed below:
 1. Association recreational and/or social affairs;
 2. Association appointments;
 3. Association elections;
 4. Results of Association elections;
 5. Association meetings;
 6. Reports of Association Standing Committees; and
 7. Other materials which have been authorized by the Laboratory and the President of the SPOA.
 - c. The Association agrees that nothing libelous, obscene, defamatory or of a partisan political nature shall be posted.
 - d. In the event a dispute arises concerning appropriateness of the material posted, the Laboratory shall notify a member of the Association as to the nature of the dispute before removing the material in question.
 - e. Bulletin board space available to the SPOA shall be maintained by the President of the Association. Bulletin boards shall be currently available at Site 300 squad room, Livermore squad room, 332 break room, the site 300 range and the new training room in building 175.

3. In the event the parties meet and mutually agree as to the location and size of additional bulletin boards, any and all costs associated with the purchase and placement of such boards shall be borne by the Association.
4. Wall racks and literature display equipment, if any, shall be subject to the same provisions of this Article regarding bulletin boards.

B. New Employee Orientation

1. The Laboratory shall notify the SPOA about new hire training. During training at Livermore, the SPOA shall be allowed to meet with new employees after the end of training to share information. The time of the meeting, when coordinated, shall be announced, at least, on the day previous. The SPOA shall distribute documentation, if any, at this meeting.

C. Mail Service

Access to the Lawrence Livermore National Laboratory's internal mail system by SPOA shall be limited to mailings to employees at the main Livermore site only. SPOA may use the Laboratory mail system subject to the following:

1. Definitions

a. Laboratory Contact

Laboratory Contact shall be the Office of Staff Relations.

b. General Distribution

General Distribution shall mean a mailing by SPOA of the same or similar material to a group of twenty-five (25) or more employees.

2. Mailing Standards

a. Addressing Requirements

All mail must be properly addressed. A proper address includes: the full name of addressee, the exact L-code (location code) and the return address; however, these requirements may change from time to time. Mail, which is not addressed according to these requirements, may be delayed in delivery, returned to sender or discarded. General Distribution mailings must be properly addressed and pre-sorted by mail stop (L-code).

b. Height, Size and Packing Requirements

Per piece requirements for mailings are as follows, no,

- Heavier than 8 ounces.
- Larger than 9 x 12 inches

- Thicker than 2 inches
- Smaller than 3-1/2 x 5 inches

c. Content Limitations

Mailings that advocate or encourage unlawful conduct or disruptive conduct unprotected under HEERA by Laboratory employees shall not be sent through the internal mail system.

The contents of all mailings must conform to appropriate Federal and State Laws and regulations and U.S. Postal regulations.

No mailing may contain material violative of law.

d. Frequency of Access

SPOA will be limited during each calendar year to twelve (12) General Distribution mailings.

e. Priority

SPOA General Distribution mailings will be given third level priority by Mail Services after internal Laboratory mail and First Class mail respectively. SPOA mailings of the same or similar materials to a group of less than 25 employees shall be given second level priority by Mail Services similar to First Class mail. Delivery may be delayed by things such as staffing levels, mail volume, properly or-improperly prepared mail, business interruptions, holidays, vacation schedules, and Laboratory close-downs.

Arrangements for delivery of General Distribution mailings must be made by submitting a completed "Request for General Distribution Mailing by Employee Organization Through the LLNL Internal Mail System" to the Laboratory Contact. (Per letter April 19, 1996) Such request must be received by the Laboratory Contact at least five (5) business days in advance of the delivery of material by the Authorized Employee Organization Representative to the Mail Services facility. SPOA may be required to delay delivery of material to the Mail Services facility for a reasonable period of time in order to facilitate effective Mail Services operations. Mailings without a written authorization from the Laboratory Contact for processing will not be accepted for delivery by Mail Services.

In locations where individual employee mail boxes exist, the Association may use such boxes provided:

1. The distribution of literature by the Association shall be done during non-work time. The Association shall be responsible for clearing and disposing of Association materials. A failure by the Association to comply with this provision shall result in this privilege being revoked.

2. The access is otherwise consistent with the access provisions of this Agreement; and
3. The use complies with applicable Laboratory rules and regulations.

Failure to comply with these provisions may result in the denial of access to the internal mail system for a period of up to one (1) year or a limitation on the number of General Distribution mailings.

C. Telephone Use

Necessary telephone calls of personal nature from Laboratory extensions are permitted but should be kept to a minimum to keep telephone lines open for Laboratory business. Public telephones are located in various areas for employee convenience.

Employees may not charge personal or Association toll calls to the Laboratory. Employees are to bill personal or Association toll calls to their residence phone, credit card, call collect or use a public telephone.

D. Use of Laboratory Facilities

Subject to the time, place and manner rules currently in effect Laboratory facilities may be used for Association meetings subject to the operating needs of the Laboratory. Requests for use of such Laboratory facilities shall be made in advance to the appropriate Laboratory Representative. In the event the facilities requested by the Association have already been scheduled for other activities at the time the Laboratory receives the Association's request, the Laboratory shall not be required to change the existing scheduled use of the facility to accommodate the Association. The Employer may supplement, alter, modify, amend or when necessary rescind the designated meeting rooms and the days and hours available.

E. Preparation, Printing and Distribution of the Agreement

1. In consultation with the Association, the Laboratory shall prepare the official version of this Agreement. The Association may review the camera ready copy of the Agreement prior to printing. The Laboratory shall print and retain the official version of the Agreement.
2. The Laboratory, at its sole non-grievable discretion, may elect either, neither or both of the following options:
 - a. To print and distribute copies of this Agreement to the employees covered by the Agreement; and
 - b. To identify central locations where copies of the Agreement are available for review.

ARTICLE 3: PAYROLL DEDUCTION

A. General Conditions

Upon receipt of a voluntary written individual authorization from and signed by an employee covered by this Agreement on a form mutually agreed upon by the parties and provided to the employee by the Association ("Authorization for SPOA Payroll Deduction"), the Laboratory will deduct from the pay due to such employee the amount certified by the Association to be the dues required for the employee's membership in the Association. Such individual authorization shall be effective only as to the dues becoming due after the dates of delivery of the authorization form and accomplishing of the programming/payroll information on the employee requesting deduction. The amount deducted for payment of such dues shall be one and one half percent (1.5%) of day shift top step monthly salary based on the employee's classification up to a maximum as established by SPOA. Any change in the percentages or maximum amount of dues shall be in accordance with Section B below. Such deduction, unless there are insufficient net earnings to cover said deduction, shall be made monthly or, where applicable, more frequently than monthly in accordance with Laboratory payroll procedures in existence at the time and location the deduction is made.

B. Dues Amount Change

SPOA may change the certified dues amount once per calendar year and all costs associated with accomplishing such changes in the dues amount (machine, programming, etc.) shall be borne by the Laboratory. Any annual changes in the amount to be deducted for Association dues shall be certified to the Laboratory, in writing, at least forty-five (45) calendar days prior to the effective date of the dues amount change. Additionally, it shall be SPOA's responsibility to notify any and all employees affected by a dues amount change.

C. New Deductions

New individual authorizations for a SPOA payroll dues deduction must be presented to the designated office at the employee's location and the appropriate deduction will commence as soon thereafter as the authorization for such deduction is entered into the location's payroll system.

D. Cancellation of Deductions

Bargaining unit members can only withdraw from SPOA membership during the period commencing sixty (60) calendar days prior to the Agreement expiration date by filing a written notice with the Employer's Office of Staff Relations.

E. Insurance Program

Payroll deductions shall be made for SPOA -sponsored insurance programs pursuant to the provisions of the University's accounting manual requirements as set forth in "Special Regulations for Non-University Insured Benefit Program."

F. Information to Accompany Remittance

1. The Laboratory shall remit to the SPOA in the form of a check to an address designated by SPOA an amount representing the dues deductions made pursuant to this article. Accompanying the check shall be a standard deduction report which will contain, by local number, an alphabetical listing of the SPOA members for whom payroll deductions were made. The report shall include the employee identification number, the employee name, and amount withheld.
2. The Laboratory, for each check remitted to SPOA, shall charge SPOA and deduct from the dues total being remitted to SPOA \$.07 per employee for whom dues deductions are being made and \$10.00 for each check remitted. These costs will continue to be charged to SPOA on an ongoing basis.

G. Correction of Errors

If through inadvertence or error the Laboratory fails to make authorized deductions or any part thereof, the Laboratory shall correct such omission or error retroactively. Once the funds are remitted to the designated representatives of SPOA, their disposition thereafter shall be the sole and exclusive responsibility of SPOA. It is expressly understood and agreed that SPOA shall promptly refund to the employee any deductions erroneously withheld from the employee's wage by the Laboratory and paid to SPOA. If through error the full amount due to be deducted is not deducted and remitted to SPOA, the Laboratory shall provide subsequent deductions until the shortage is corrected.

ARTICLE 4: NONDISCRIMINATION IN EMPLOYMENT

The Laboratory and the Association shall abide by all applicable Equal Employment Opportunity laws. Both parties agree that the provisions of this Agreement shall apply to all employees covered by this Agreement without discrimination, and in carrying out their respective obligations under this Agreement neither shall discriminate against any employee on account of race, color, national origin, age, sex, religion or medical condition or sexual orientation.

Complaints alleging unlawful discrimination are reviewable as grievances only to Step 3, provided that there is an alleged violation of another article of the Agreement which is subject to the grievance procedure and only to the extent that such article is reviewable.

ARTICLE 5: MANAGEMENT RIGHTS

All management rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain vested exclusively with the Employer. Except as otherwise provided in this Agreement, the Association agrees that the Employer has the right to make and implement decisions related to areas including, but not limited to, those enumerated below. While the Employer and the Association may have discussions involving but not limited to these areas, the Association agrees, except as provided below, that the Employer is not obligated to bargain with the Association as to such areas during the term of this Agreement, or make decisions concerning these areas and implement them without notice to the Association.

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

1. To establish the Employer's mission, programs, objectives, activities and priorities.
2. To exercise full and exclusive control of the management of "LLNL" and to supervise and direct all operations.
3. To plan, direct, manage and control the use of resources and personnel to achieve the Employer's missions, programs, objectives activities and priorities.
4. To establish, revise and administer procedures, rules and regulations and determine the methods and means by which operations are to be carried on.
5. To introduce and implement new or improved methods, equipment, supplies, facilities and weapons to be used, or change or eliminate existing methods, equipment or facilities.
6. To determine the location of operations.
7. To discontinue, relocate or subcontract all or any portion of any operation, provided the Association is given reasonable notice and opportunity to discuss the effects of such action on bargaining unit employees.
8. 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; to establish or eliminate shifts; and to determine whether and to what extent work shall be performed by employees.
9. To establish budget procedures, determine budgetary allocations and budgetary priorities.
10. To establish the size, composition and qualifications of the work force; to determine the nature of positions and whether or not to fill positions; and to use tests, interviews and other selection techniques to hire, promote, transfer and otherwise evaluate employees.
11. To recruit, hire, train, evaluate, promote, transfer, reclassify, demote or layoff employees.

12. To discipline, discharge or release non-career employees without cause, or to medically separate employees unable to perform essential, assigned functions fully, due to handicaps or other medical conditions.
13. To determine the basis for merit increases, special awards and payments for meritorious performance and to exercise discretion as to the granting, timing, amount, distribution and frequency of such increases, and whether or not such increases shall accrue to an employee's base salary.
14. To establish, modify and enforce standards of performance, workload, conduct and safety for employees, and to determine the process by which employee performance is evaluated.
15. To establish, maintain, modify and enforce safety standards and programs.
16. To implement, continue, modify or discontinue any policy, practices, work rules regulations or attendance standards which do not conflict with the express written provisions of this Agreement.
17. To utilize personnel, methods and means appropriate for maintenance of an orderly, effective and efficient operation.
18. To maintain employee records, including attendance and time worked.

The above enumeration of management rights is not inclusive and does not exclude other management rights not specified, nor shall the exercise or non-exercise of rights retained by the Employer be construed to mean that any right is waived.

To the extent any decisions falling under the above categories affect the terms and conditions of employment of members of the Association, the Employer agrees that it has the obligation to bargain about those effects. However, the parties agree that with respect to any effects, which would ordinarily be a mandatory subject of bargaining under HEERA, the following procedures shall apply:

- a. The Employer shall give reasonable notice prior to implementing any changes which would result in effects which would otherwise be a mandatory subject of bargaining.
- b. Following such notice, the Association may request to meet and confer regarding the effects with the Employer. The request for a meeting must be received by the Employer within five (5) working days from receipt of such notice.
- c. The Employer is obligated to meet on no more than five (5) occasions with the Association, within a forty-five (45) calendar day period.
- d. The forty-five (45) day period shall be extended by the amount of delay, if any, by the employer in bargaining. For example, the employer shall respond to requests for information within five (5) working days. Thus, any delay beyond

the five (5) working days would extend the forty-five (45) days by the extra time taken in responding.

- e. If the Association and the Employer fail to agree on a resolution of any disputes concerning the effects or impacts of the noticed changes, the Impasse Procedure under HEERA shall not apply, and the Employer may implement the noticed changes.
- f. Any alleged breach of this provision, including as to whether the alleged impact is a mandatory subject of bargaining, shall be subject to the Arbitration procedure.

ARTICLE 6: GRIEVANCE PROCEDURE

In agreeing to this Article, Grievance Procedure, it is the intent of the parties to encourage and facilitate, in an expeditious manner, the resolution of alleged violations of this Agreement and to attempt to do so at the initial stages of the Procedure. The parties further agree that no employee shall be subject to reprisal for using or participating in the Grievance Procedure.

The grievance procedure set out in this Article shall be exclusive and shall replace any other procedure for adjustment of any disputes arising from the application and interpretation of this Agreement. Unless otherwise indicated within this Agreement, any previous grievance procedure or other procedure in existence or adopted by the Employer shall not apply to employees covered by this Agreement for any purposes whatsoever.

Each of the steps in the Grievance Procedure, as well as the time limits prescribed at each step of the Grievance Procedure, may be waived by mutual agreement of the parties. Such waiver must be in writing and must be signed by the representatives of the respective parties who are responsible for the Grievance Procedure at the step succeeding the step being waived. Where appropriate, the parties at any step of the Grievance Procedure may, upon mutual agreement, remand the grievance to a previous step for resolution.

Settlement offers made during attempts at informal resolution or during the steps of the Grievance Procedure shall not be introduced as evidence in subsequent steps of the Procedure.

Settlement of grievance may or may not be retroactive as the equities of a particular case may demand. In any case where it is determined that the settlement shall be applied retroactively, except for the correction of mathematical, calculation, recording or accounting errors relating to the payment of wages, the maximum period of retroactivity allowed shall not commence on a date earlier than thirty (30) calendar days prior to the initiation of the written grievance in Step 1.

A grievance is defined as, and limited to, a written complaint by an individual, a group of employees, or the Association involving an alleged violation of a specific provision of this Agreement during the term of this Agreement.

Only one (1) subject matter shall be covered in any one (1) grievance. A grievance shall contain a clear and concise statement of the grievance by indicating the issue involved, the relief sought, the date the incident or violation took place and the specific section or sections of the Agreement involved. The grievance shall be presented to the Office of Staff Relations on a form mutually agreeable to the parties. The grievance form shall be furnished to the employee or the Association as requested. The form must be signed and dated by the employee and or Association representative.

Group grievances are defined as those grievances which cover more than one employee and which involve like circumstances and facts for the grievant involved. Grievances which are group grievances must be so designated on the grievance form at Step 1.

Alleged violations of a specific provision of this Agreement may be grieved by the Association and shall be so identified as an Association grievance on the grievance form. Such Association grievance shall be signed by the President of the Association or his/her designee and shall contain all information as specified above.

Except as otherwise provided in this Agreement, an individual employee, a group of employees, or the Association shall have the right to use the Grievance Procedure. In the event that the employee, a group of employees, or Association wish to withdraw the grievance from further consideration, it shall notify the Employer in writing. Employees who voluntarily terminate their employment with the Employer shall have their pending grievance immediately withdrawn.

The Laboratory shall not have the right to use the grievance procedure.

Grievances of two (2) or more employees, as well as multiple grievances by or related to the same employee or which relate to the same incident, issue or course of conduct, may be consolidated for purposes of the Grievance Procedure by mutual agreement of the Employer and the Association.

All grievances must be presented promptly, in writing and in compliance with the provisions described herein, but no later than thirty (30) working days from the date the grievant or the Association became aware of, or should have become aware of, with the exercise of reasonable diligence, the alleged violation of the Agreement.

Grievances not presented within this thirty (30) working day period shall be considered untimely and ineligible for processing through the Grievance Procedure.

Grievances not appealed within the designated time limits in any step of the Grievance Procedure will be considered resolved on the basis of the last preceding Employer answer. Grievances not answered by the Employer within the designated time limits of any step of the Grievance Procedure may be appealed to the next step of the Grievance Procedure by giving written notice of the appeal within fifteen (15) working days of the expiration of the designated time limits to the Office of Staff Relations. The parties may, however, mutually agree in writing to extend the time limits during any step of the Grievance Procedure. Such written extension must be accomplished in advance of the expiration of the time limits being waived.

In the event there is an alleged violation of a specific provision of this Agreement, employees may, and are encouraged to, informally discuss such allegations with their immediate supervisor in order to resolve an issue which may become a grievance. Resolution of grievances or potential grievances prior to arbitration shall not be precedent setting, unless mutually agreed to by the parties.

An employee shall have the right to be represented at all steps of the Grievance Procedure by one (1) person of the employee's or group of employees' choosing. The one (1) person chosen to provide representation may be the grievant himself or herself, an Association representative or any other person of the grievant's choosing. However, pursuant to HEERA (3580.5) an employee who has been designated as managerial, supervisory or confidential by the Employer shall not represent any employee at any step of the Grievance Procedure or in any activity or role provided for in the Grievance Procedure

An employee or group of employees may choose a representative other than an Association representative for the purposes of grievance representation and adjustment. In the event the Employer is involved in the adjustment/resolution of a grievance from an employee who is represented by themselves or by a representative other than an Association representative:

- a. The adjustment/resolution of grievances shall not be inconsistent with the terms of the Agreement.
- b. The Laboratory employee shall provide the Association with a copy of the grievance and the proposed resolution thereto. The Association shall have ten (10) calendar days from the date of settlement within which to comment in writing on the proposed resolution.
- c. The employer shall not implement the proposed resolution of the grievance until timely receipt of the Association's written comments, if any.

During the term of this agreement, when an employee requests representation, and at the approval of management, the representative shall be on paid release time to attend disciplinary and/or grievance meetings.

In addition, the designated representative shall be released with pay for specified authorized activities related to the Grievance Procedure of this Agreement. The specified authorized activities are solely and exclusively limited to:

- a. One on one meetings with a grievant concerning a filed grievance, or an alleged violation of this Agreement;
- b. Meetings with the Employer representative to whom written grievances are presented or to whom documents related to filed grievances are presented/ signed or with whom time limit agreements are achieved.

The employer shall not be required to release or pay one or more representatives designated by the SPOA for such activities for more than a total of eight (8) hours per month.

Such time shall not be cumulative, nor shall this time be carried over month to month. Such time shall be used only when necessary and only for the activities specified above. When it is not necessary for a designated representative to utilize this time, no right exists to use the balance of time in specified activities or any other activity.

The time provided is confined to the activities specified and authorized above and such time is not to be used for: research; witness interviewing; document collection, writing or preparation; preparation or writing of briefs or other statements of position or argument; activities nor efforts which are not directly identifiable as the specified authorized activity indicated in this section. In performing such representational duties, the Association shall not use the Employer's property or equipment. This includes, but is not limited to, the following:

Computers, typewriters, copiers, stationary etc.

Approval to engage in specified, authorized activity shall be requested from the representative's immediate supervisor prior to the activity. Such approval, including the time of release to engage in the activity, shall be granted on the basis of operational needs. The Employer shall require the representative to provide a record and an account of this utilization of the allowed time. Such record and account of time shall indicate the identification of the

grievance involved, where the meeting took place, the length of the meeting and the total time used by the representative for the activity being reported.

It is understood that grievant and/or employee meetings with a representative shall be arranged to take place during the grievant's and/or employee's break or meal periods. In the event it is necessary for such meetings to occur during work time, prior approval to meet with the representative must be obtained by the grievant/employee from his/her immediate supervisor, who shall take into account operational needs when considering such request. Such time, if approved, shall be with pay.

Each Employer response, throughout the Step process, shall be issued by a different individual from the previous steps.

STEP 1

Within the time limits indicated in this Article, the employee or his/her representative, if any, shall provide the written grievance on the approved form to the Office of Staff Relations. The time limits relative to the Department's response shall begin on the date the grievance is properly received in the Office of Staff Relations. Receipt of the grievance from the employee or his/her representative shall be acknowledged in writing by the Office of Staff Relations.

Any grievance that is not properly received within the time limits established by this Article and/or does not comply with the filing procedures and requirements of this Article, shall be considered waived and withdrawn by the employee and/or Association.

A copy of the complete statement shall be forwarded to the department supervisor by the Office of Staff Relations.

The immediate supervisor shall review the grievance and, at his/her discretion, meet with the grievant and/or grievant's representative, if any, to discuss the merits of the grievance. Within fifteen (15) working days after receipt of the grievance, a response shall be issued, in writing, to the employee and the employee's representative.

The subject of the grievance as stated in the Step 1 grievance shall constitute the sole and entire subject of the appeals procedure.

STEP 2

If the grievance is not satisfactorily resolved at Step 1, the employee or the Association may proceed to Step 2 by filing an appeal to the Office of Staff relations within fifteen (15) calendar days of the date on which the written response to Step 1 was given or due. If requested by the grievant, an Association staff representative (non-Laboratory employee) may participate for purposes of representation in the Step 2 meeting.

The written appeal shall be forwarded to the Division Leader by the Office of Staff Relations. Within ten (10) calendar days after receipt of the written appeal, the Division Leader shall schedule and convene a meeting with the employee and the employee's representative, if any, to attempt to resolve the grievance.

During this Step 2 meeting, the employee and the employee's representative, if any, shall present all evidence, information and contentions relevant to the grievance which are known to

the employee or the employee's representative at that time. The failure to present such evidence shall bar the presentation of the evidence beyond this step of the procedure.

Within fifteen (15) calendar days following the Step 2 meeting, the Division Leader shall issue a written decision indicating the Department's answer to the grievance.

If a grievance which alleges that a dismissal was not for reasonable cause is not satisfactorily resolved at the Step 2 meeting, SPOA or its designated representative may appeal directly to arbitration in accordance with the Arbitration Procedure.

STEP 3

If the grievance is not satisfactorily resolved at Step 2, the employee or Association may proceed to Step 3 by filing an appeal to the Office of Staff Relations within fifteen (15) calendar days of the date on which the written response to Step 2 was given or due. The appeal shall detail the employee and or Association's position, the facts of the case, the provisions of the Agreement in support of their position, and be signed and dated by the employees and/or the representative.

Within ten (10) working days after receipt of the written appeal, the Department Manager and the Manager of Staff Relations or their representatives shall meet with the President of the Association or his/her designee, to resolve the matter.

The Department's written response to a grievance appealed to Step 3 shall be issued by the Department Manager within forty-five (45) working days of the receipt of the appeal to Step 3. In the event no settlement is reached, a dispute shall exist and resolution thereto shall be subject to the Arbitration Procedure of this Agreement. Only the Association shall have the right to submit a grievance to arbitration.

ARTICLE 7: ARBITRATION PROCEDURE

- A. Grievances which have not been settled under the Grievance Procedure provided in this Agreement may be appealed to Arbitration. Only the Association shall have the right to submit a grievance to arbitration, and only after the timely exhaustion of the Grievance Procedure. A timely appeal to arbitration must be received by the Office of Staff Relations within 20 calendar days from receipt of the Department Manager's response, or from when the response was due. The appeal of a grievance to arbitration must be signed by the President of the Association or his/her designee. Grievances which are not processed within the above time limits, and/or which do not contain the appropriate Association signature, will be considered ineligible for appeal to arbitration. If an unresolved grievance is not appealed to arbitration, the Department Manager's written Step 3 answer shall become final.
- B. If a grievance is neither settled nor withdrawn following the completion of the Step 3 grievance procedure, the grievance must be presented at a mediation conference before it may be scheduled for arbitration if either Laboratory or Association so requests. The grievance mediation process shall be informal. Rules of evidence shall not apply, and no record shall be made of the process. Both sides shall be provided ample opportunity to present the evidence and arguments to support their case. The mediator shall have thirty (30) calendar days, commencing with the appeal of the grievance to arbitration in which to effect a resolution between the parties. The mediator shall have no authority to compel resolution of the grievance. During that period, the mediator shall have recourse to persons and information appropriate to speedy resolution. The mediator may meet with the parties jointly or in separate caucuses. If resolution occurs, both parties shall sign an agreement identifying the remedy. This signed agreement shall be the only written product of the mediation process. Unless the parties agree otherwise, the outcome shall not be precedential. Any personal notations or other records kept by the mediator shall be protected from review or examination in connection with any other processes internal or external to the Employer.
1. If the mediation process cannot be completed within the initial thirty (30) days, the mediator shall have the authority to extend the time. Such extensions shall be in writing to both parties.
 2. A panel of at least three (3) internal mediators shall be mutually selected, by the parties, to serve on a continuous basis. The panel shall be assigned cases in rotating order designated by the parties.
 3. If the grievance is not resolved and is subsequently moved to arbitration, such proceeding shall be de novo. Nothing said or done by the parties or the mediator during grievance mediation with respect to positions concerning resolution or offers of settlements may be used or referred to during arbitration.
- C. Unless there is mutual agreement by both parties to modify the scope of the hearing, the issue to be heard by the arbitrator shall solely and in its entirety be restricted to the matter which was the subject of Step 2 or Step 3 of the Grievance Procedure, whichever is applicable. The decision of the arbitrator will be restricted to whether there is a violation of the Agreement as set forth in the Step 2 or Step 3 written answer of the Employer, whichever is applicable. If such a violation is found, the arbitrator shall specify the

remedy in accordance with the terms of this Agreement. The decision of the Arbitrator shall be final and binding.

1. The arbitrator shall not have the authority or jurisdiction to add to, amend, modify, nullify or ignore in any way the provisions of this Agreement and shall not make any award which would, in effect, grant the Association or the employee any matter which was not obtained in the negotiations process.
 2. Should it be determined that a dismissal action was not based on reasonable cause, the employee shall be restored to his/her former status. The Employer shall have the right to credit against any back pay awarded, any earnings, compensation or remunerations, received or eligible to receive by the employee from any source during the period involved, including but not limited to unemployment insurance, workers compensation, disability or other benefit payments.
 3. An employee seeking back pay under this provision may be required to produce evidence of all interim earnings or other compensation. Such evidence shall include, but is not limited to, tax returns or other financial records.
 4. An employee who has been dismissed shall exercise reasonable diligence to mitigate damages.
 5. Other grievances sustained in whole or part shall be restricted to restoring to the employee or Association the pay, benefits or rights lost as a result of a violation of the Agreement in accordance with the above limitations.
- D. A separate arbitrator shall be appointed for each grievance appealed to arbitration. On grievances where the arbitrability of the subject matter is an issue, a separate arbitrator shall be appointed to determine the question of arbitrability.
- E. An appeal to arbitration shall not constitute a bar to efforts by the Employer and the Association to achieve resolution of the grievance appealed to arbitration during the time the appeal is pending and until such time that an arbitrator has rendered his or her decision. With regard to a grievance appealed to arbitration, the Association shall have full authority to settle, withdraw or otherwise dispose of any grievance brought on behalf of the Association or on behalf of the employee. An agreement to settle, withdraw, or otherwise dispose of the grievance appealed to arbitration reached by and between the Employer and Association shall be binding upon the employee represented by the Association.
- F. An offer of settlement at any step of the Grievance Procedure shall not be relied upon or referred to by the Employer or Association in the arbitration of any grievance under this Agreement.
- G. With regard to a grievance appealed to arbitration for which, in whole or part, the remedy sought involves back wages or other monetary reimbursement, the Employer shall not, in providing such remedy as a result of an arbitrator's award or a settlement, be required to make any payment of wages or any other monetary reimbursement for:

1. Any period of time between the date a hearing was originally scheduled to be held and, due to a request from the Association or the Association's designated representative to postpone or change the scheduled hearing, and the date of the rescheduled hearing.
- H. In order for grievances which are appealed to arbitration to be considered timely and arbitrable under this Article, the scheduling of the hearing date for such arbitration must be accomplished no later than one hundred eighty (180) calendar days from the date the grievance was originally appealed to arbitration. The parties shall endeavor to agree upon a hearing date. Should the parties be unable to agree to a hearing date, the final authority to schedule a hearing rests with the Arbitrator. The parties may, however, mutually agree in writing, in advance to extend the one hundred eighty (180) day time limitation. Grievances not appealed within the designated time limits above, shall be considered resolved and ineligible for further consideration.
- I. The arbitrator shall have authority to issue subpoenas requiring the attendance of witnesses.
- J. At least 14 days prior to the arbitration hearing, each party shall provide relevant information to the other party including, but not limited to, the names, titles, and business telephone numbers of all witnesses the party intends to call in its case in chief to testify at the hearing and copies of all "writings" as defined in Evidence Code section 250 the party intends to introduce into evidence in its case in chief. Neither party shall be required to produce confidential or privileged matter that the party does not intend to introduce into evidence.
- K. Arbitration hearings conducted pursuant to this Article shall be closed unless the parties mutually agree otherwise in advance and in writing.
- L. Either or both parties may, at their discretion, file briefs with the arbitrator. The order and time limits of briefing shall, on a case-by-case basis, be mutually agreed upon by the parties or as specified by the arbitrator. Briefing time limits may be extended if mutually agreed upon by the other party.
- M. The arbitrator shall consider the evidence presented and render a written decision within thirty (30) calendar days after receipt of briefs or closing arguments. By mutual agreement of the parties, the time limit may be extended.
- N. The selection of the arbitrator shall be made from a list furnished to both parties by the American Arbitration Association. The parties shall then select an arbitrator from this panel by mutual agreement or by alternately striking until one (1) name is left.
- O. The arbitrator shall consider all facts and evidence brought before him or her by the representatives of the parties at the hearing. The arbitrator shall be the sole judge of the relevancy and materiality of the evidence and testimony offered. The arbitrator may receive and consider evidence but shall give appropriate weight to any objections made.
- P. In all cases appealed to arbitration, excluding disciplinary appeals, the Association shall have the burden of proceeding and the burden of proof.

- Q. The cost of the arbitration shall be borne by the party whose position is not upheld. In the case of a compromise decision, the arbitrator shall decide the distribution of his/her fees.

- R. Each Party desiring a record of the proceeding shall pay for the record and make a copy available to the arbitrator. Any expenses connected with calling witnesses or representatives shall be borne by the party calling them, except for Laboratory employees who shall be on paid release time for grievances or disciplinary appeals and shall be released by the employer without necessity of subpoena. Employees to be called as witnesses may be placed on-call status while at work to reduce Laboratory cost. This provision shall only apply to those employees who are on-shift during the time of the hearing. Employees who are on off-shift shall appear at their own expense.

ARTICLE 8: DISCIPLINE AND DISMISSAL

The employer shall have the authority to discipline non-probationary career employees for “reasonable cause.”

An employee may be placed on investigatory leave (with pay) by the supervisor, without prior written warning and without other approval, while a charge of serious misconduct is under investigation. The investigatory leave shall not exceed fifteen calendar days, unless unusual circumstances exist (documented with specificity), in which case leave may be extended up to an additional fifteen (15) calendar days sufficient to permit an investigation of alleged misconduct to be completed. Serious misconduct shall be misconduct that, if substantiated, would warrant severe corrective action or dismissal.

Upon completion of the investigation, the employee shall be informed by the Staff Relations Manager in writing of the result of the investigation and of the corrective action, if any, to be taken.

No disciplinary action shall be effective until the employee has provided a response to the notice of intent to discipline or the employee has waived the right to respond by failing to provide a timely response, but in no event less than ten (10) calendar days from the date of issuance of the notice of intent to discipline. If, after receiving the employee’s response, the employer is unable to render a final written decision regarding discipline prior to the effective date of the disciplinary action as stated in the notice of intent to discipline, the effective date shall be the date upon which the employer issues its written notice of final discipline, but in no event shall final discipline be effective less than ten (10) calendar days following the date of service of the notice of intent to discipline.

All employees subject to discipline as defined by the Protective Force Division Standards of Conduct Policy shall receive the following procedural protections:

A. Notice

1. Written notice of intent to dismiss, demote, suspend or decrease salary 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 U.S. mail, certified mail, 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 Laboratory in writing of any change in such address.
2. **The notice of intent shall:**
 - a. Inform the employee of the disciplinary action which the Laboratory intends to take, the reason for the disciplinary action and the effective date of the disciplinary action which shall be not less than ten (10) calendar days after the date of service of the notice of intent to discipline;
 - b. Inform the employee that he or she has the right to respond, either orally or in writing, to the proposed action, to whom the response must be made,

and that the response must be received within ten (10) calendar days of the date of service of the notice of intent; and

- c. Include a copy of the charge and all materials upon which the charge is based. A copy of the notice of intent shall be sent to SPOA.

B. Employee Response

The employee shall be entitled to respond, either orally or in writing, to the notice of intent described above. The response shall be made to a designated Staff Relations Representative with authority to amend, modify, revoke or otherwise alter the proposed disciplinary action, in accordance with the provisions of this Article. Such response must be received within ten (10) calendar days from the date of service of such notice of intent in accordance with instructions given by the Laboratory in the written notice of intent sent to the employee. After review of the employee's timely response, if any, the Laboratory shall notify the employee of any action to be taken. Such action may not include discipline more severe than that described in the notice of intent; however, the Laboratory may reduce such discipline without the issuance of a further notice of intent. If the employee chooses to respond orally, the employee is entitled to have a representative present.

C. Appeal Rights

Employees who receive final discipline of dismissal, demotion, suspension, or salary decrease may appeal such discipline by filing a grievance pursuant to Article 6 of this Agreement. Written warnings are appealable pursuant to Article 6 of this Agreement, but only to step three (3) of the grievance procedure.

ARTICLE 9: QUALIFICATIONS FOR EMPLOYMENT AND CONDITIONS FOR CONTINUED EMPLOYMENT

The Employer has the right to determine an employee's qualifications for initial employment. The Employer has the right to determine an employee's qualifications for continued employment, as set forth in 10 CFR Part 1046 and other applicable DOE directives. It is further recognized by the parties to this Agreement that Department of Energy Regulations are the basic authority for establishing and continued implementation of medical/physical/mental standards and requirements for employees. Copies of directives regarding implementation or changes thereto will be made available to the Association and each new employee if, during the term of this Agreement, the physical qualifications and mental standards in 10 CFR Part 1046 are revised, so as to require more stringent or demanding requirements for employees. The Employer will, before implementing such revisions in a manner which adversely affects or prejudices employees who meet the physical requirements and mental standards of 10 CFR Part 1046, prior to the revisions, discuss its proposed implementation with the Association.

Employees who fail to meet necessary standards required by DOE (physical fitness, medical, firearms, weaponless defense, or those requirements specifically defined by the Department of Energy Personnel Human Reliability Program [HRP]) may be terminated unless their physical or medical deficiencies are specifically waived by the designated DOE physician.

1. Weapons Proficiency

- a. Employees are required to maintain proficiency at all times with Employer and DOE issued weapons and duty ammunition by successfully qualifying in accordance with current Employer regulations based on DOE Directives. Employees who fail to meet DOE weapons qualifications shall lose their authority to carry firearms and may be terminated or reassigned to full time open Security Officer or Security Police Officer positions and compensated at his/her regular rate of pay during the interim period he/she is exhausting all efforts to qualify or until he/she is qualified. The employee shall work their normal shifts, where feasible, in a capacity that he/she is capable during the interim period.

2. Possession of Valid California Drivers License

- a. Employees have a responsibility to maintain a valid California drivers license. Employees must notify the Employer within twenty-four (24) hours of suspension or loss of driving privileges. If, at any time, an employee loses or forfeits his/her license, he/she may be reassigned to duties that will allow him/her to work where driving Laboratory vehicles is not required. If after one hundred twenty (120) calendar days the employee cannot produce a valid California drivers license that employee will be dismissed from Laboratory employment unless the one hundred twenty (120) calendar days is extended by the Laboratory.

3. Possession of Telephone

- a. The parties agree that all employees will be required to have a telephone at their residence, as a condition of employment, in order that they can be contacted in case of emergencies. It is recognized that conditions could occur

where employees could not acquire a phone at their residence. Employees so affected will advise management of the problem and the special circumstances will be reviewed by management.

- b. If it is determined that the reason for lack of a phone is not acceptable, the employee and the Association will be advised and a time limit set for procurement of a telephone. If the employee fails to procure a telephone within the time limit set, he/she may be terminated for failure to meet a condition of employment.
- c. Changes in the Employee's telephone number shall be provided to the Employer within twenty four (24) hours of such change.

4. Security Clearance

- a. Security Police Officers and Security Officers shall obtain within a reasonable period of time and/or maintain a DOE "Q" clearance or "L" clearance whichever the case may be depending upon the particular assignment. When an employee's "Q" or "L" security clearance or Human Reliability Program ("HRP") certification has been suspended by the Department of Energy ("DOE"), such employee shall be reassigned to other available full time positions and duties, as determined by the Employer, that can be reasonably performed by the employee without the security clearance or HRP certification. If the security clearance or HRP certification is not returned by DOE within two hundred ten (210) calendar days following suspension of clearances, Security Officers and Security Police Officers who are reassigned to such positions shall be compensated at the lowest step for the classification of employment during reassignment. The two hundred ten (210) calendar days may be extended by the Laboratory. However, if there are no other full time positions available that can be reasonably performed by the employee, the employee will be placed on unpaid leave status until such a position becomes available or until the employee exhausts his/her appeal rights as described below whichever occurs first.

If an employee files a timely request for a hearing pursuant to 10 CFR Part 710, the employee shall continue in such a position until the employee has received notification in writing from the DOE of the Hearing Officer's recommendation. If the employee fails to request a hearing, or following a hearing regarding the employee's security clearance or following a final determination by DOE regarding the employee's HRP certification, the employee's security clearance or HRP certification is revoked, the employee shall have sixty (60) calendar days to secure a suitable alternative position prior to termination.

Termination or discipline for failure to meet DOE standards or those conditions enumerated above are subject to the grievance and arbitration procedures of this Agreement.

ARTICLE 10: PROBATIONARY PERIOD

Newly hired employees shall serve a probationary period of nine (9) months of continuous service without a break in service. Time on leave, with less than full pay or without pay is not qualifying service for the 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. Employees with five (5) years of service currently on layoff status, and subsequently rehired within twelve (12) months from the date of layoff as a Security Police Officer, shall not be required to serve a new probationary period. Employees with less than five (5) years of service, and rehired within six (6) months shall not be required to serve a new probationary period. Probationary employees may be released without cause at the sole discretion of the Employer.

At the sole discretion of the Employer, an employee's probationary period may be extended. Such an extension shall be for a specific period of time not to exceed an additional nine (9) months. At least seven (7) calendar days prior to the effective date of the extension, the employee shall be informed in writing of the reason(s) for the period of extension. Employees retained at the expiration of the probationary period shall become regular employees and shall be credited with seniority from the date of hire.

The decision to release an employee during the probationary period or to extend the employee's probationary period is not subject to the Grievance or Arbitration Procedures of this Agreement.

Employees who have completed the probationary period moving from a Security Officer (655.0) position to a Security Police Officer (655.1) position requiring additional certifications and skill competencies, will be required to serve a trial period of sixty (60) calendar days after completion of the Security Police Officer Academy. The trial period will be to the satisfaction of Management that the employee is capable of performing the job.

In the event that an employee (whether it be a Security Officer (655.0) moving to a Security Police Officer (655.1) position or a Security Police Officer (655.1) moving into and out of the Special Response Team certification) does not successfully complete the sixty (60) day trial period, the employee will be returned to his/her former position, without a loss of seniority, if the position is still available. If the position is not available, the employee shall be given ninety (90) calendar days to secure a suitable alternative position prior to termination. Management will offer its best efforts to assist the employee in securing a suitable alternative position.

The determination whether or not the employee's former position is still available is not subject to the Grievance or Arbitration Procedures of this Agreement.

Termination for failing to satisfactorily meet the requirements of the trial period are subject to the Grievance and Arbitration Procedures.

ARTICLE 11: PERFORMANCE EVALUATIONS

The performance of each employee shall be evaluated at least annually.

The performance evaluation of an employee who receives a rating of “marginal” or “unsatisfactory” shall be reviewed by the Department Manager/Division Leader subsequent to the employee’s signing of the evaluation. The employee shall be reviewed again within six (6) months to insure that substandard work areas covered on the previous review have been satisfactorily resolved. Employees shall be given directions on how to resolve marginal performance and it shall be recorded within the performance evaluation. Employees failing to make necessary changes to improve performance to a satisfactory level may be issued a Final written warning and given sixty (60) days to improve. Employees failing to improve may be dismissed.

Disputes arising regarding the content and review, if any, of the performance evaluations are reviewable as grievances only to Step 3.

ARTICLE 12: HOURS OF WORK

A. A workweek is a period of time consisting of seven (7) consecutive days. The standard workweek is from 12:01 a.m. Sunday to midnight the following Saturday. Workweeks beginning and ending on a day other than the above may be established by the University, upon notice to SPOA.

B. Work Schedule

1. A work schedule is the normal hours of work for an employee within a workweek. Employees will be scheduled in accordance with the needs of the University, subject to the provisions of this Article.
2. The University may establish full and part-time work schedules that include, but are not limited to:
 - a. Eight (8) hours per day, excluding meal periods, on five (5) consecutive days within a workweek;
 - b. Ten (10) hours per day, excluding meal periods, on four (4) consecutive days within each workweek consisting of two (2) consecutive workweeks;
 - c. Twelve (12) hours per day, excluding meal periods, on three (3) or four (4) consecutive days equaling seven (7) days within two (2) consecutive workweeks; or
3. Advance notice of the change(s) to the standard workday or workweek will be given to SPOA unless existing conditions effectively preclude giving advance notice. In consideration of the hardships which may result from a change in the standard works schedule, the Laboratory will discuss the anticipated change or changes in scheduling and meet and consult with SPOA if and when time permits.

When requested to do so, the Laboratory will meet and confer with SPOA on the effects of its decision, using the procedures outlined in Article 5 of the Agreement.

4. In the event SPOA believes an alternate work schedule would be mutually advantageous to the parties, the Laboratory agrees to meet and consult with it to explore the feasibility of implementing an alternative work schedule on either a limited, temporary, or an indefinite basis.
5. The twelve-hour workday will comprise two shifts, one from 6:00 a.m. to 6:00 p.m., the other from 6:00 p.m. to 6:00 a.m.

C. Time Off Between Shifts

The Employer shall provide employees on any shift at least eight (8) hours off from the end of one shift to the start of another shift. In the event an employee has worked beyond his/her regularly scheduled shift, and the amount of time between the end of the shift and the employee's next regularly scheduled shift is less than eight (8) hours,

the employee may request a delay in the start of the next shift. The employer shall accommodate an employee's request to delay the beginning of the next shift.

D. Consecutive Days of Work

1. Subject to operational needs, the University shall make every effort to avoid assigning employees to work full shifts in excess of the terms outlined below. For the purposes of this Section, a full shift consists of 8, 10, or 12 hours of work.
2. The consecutive days of work provisions may be waived by the employees, either at his/her request or as the result of a scheduling change requested by the employee that results in such consecutive days of work.
3. The employer may waive the consecutive days of work provisions in the event of a condition affecting national security or an emergency condition. SPOA may contest the existence of a national security or emergency condition, or the continuing duration of the same, as provided in Section C.5., below.
4. An employee shall be paid one and one-half (1 ½) times the employees straight-time rate for all hours worked on each shift in excess of a., b., or c., below until a day off is granted when:
 - a. A designated 8-hour employee is scheduled to work more than seven (7) consecutive full shifts within seven (7) consecutive days;
 - b. A designated 10-hour employee is scheduled to work more than six (6) consecutive full shifts within six (6) consecutive days;
 - c. A designated 12-hour employee is scheduled to work more than five (5) consecutive full shifts within five (5) consecutive days.
5. In the event SPOA contests the existence of a condition affecting national security or an emergency condition; or the continuing duration of the same, it shall have the right to file a grievance within the thirty (30) day for filing grievances in Article 6, and proceed directly to Step 3. If the grievance is not resolved at Step 3, and notwithstanding conflicting provisions of Article 7, Arbitration Procedure, the parties agree to process a grievance filed hereunder in the following expedited fashion:
 - Selection of an arbitrator within 30 days from the request for arbitration.
 - Hearings to be scheduled within 45 days of the arbitrator's selection.
 - A written award to issue within 45 days of the close of hearing, said award to be cited as precedent only by the parties hereto.
 - There shall be no formal or official transcription of the hearing and there will be no filing of post-hearing briefs.
 - The parties may agree to meet one week in advance of the hearing to exchange exhibits, pre-hearing briefs and/or written lists.

All provisions of Article 7 not inconsistent herewith shall be applicable.

ARTICLE 13: LAYOFF AND REDUCTION IN TIME

The Employer shall determine when temporary or indefinite layoffs or reductions in time are necessary.

If, in the judgment of the Employer, budgetary or operational considerations make it necessary to curtail operations, reorganize, reduce the hours of the workforce and/or reduce the workforce, staffing levels, the selection of employees for layoff shall be based on seniority. Seniority shall be as defined in Article 15 of this Agreement. Exceptions to the seniority provision of this Article may be made for employees who possess special skills knowledge and abilities that are necessary to perform the ongoing function of the Department.

Should there be any dispute involving the application of this provision, it shall be subject to determination through the Grievance and Arbitration procedure.

ARTICLE 14: FORFEITURE OF EMPLOYMENT RIGHTS AND TERMINATIONS

Employees shall forfeit their right to continued employment and all earned seniority under any of the following conditions:

- a. Voluntarily resigns or retires;
- b. Has five (5) or more years of service and is laid off for more than twelve (12) consecutive months or has less than five (5) years of service and is laid off for more than six (6) consecutive months;
- c. Is laid off and fails to return to work after being notified to return;
- d. Is absent from work for five (5) consecutive scheduled days without prior approval from the Employer or without notifying or advising the Employer of the absence unless unusual or mitigating conditions or circumstances exist as determined by the Employer;
- e. Fails to return to work after the expiration of the written leave;
- f. Gives a false reason for a leave of absence;
- g. Has five (5) or more years of service and is on leave of absence for more than twelve (12) months or has less than five (5) years of service and is on leave of absence for more than six (6) months and the Employer is not otherwise required by law or agreement to retain such employees.

Nothing in this Article shall be understood or construed to limit the Employer's right to terminate employees for "reasonable cause" pursuant to Article 8 of this Agreement or to release employees for failing to maintain minimum qualifications and conditions for continued employment pursuant to Article 9 of this Agreement.

ARTICLE 15: SENIORITY

Seniority shall be defined as the length of service as a Security Police Officer or as a Security Officer whichever the case may be.

Seniority for employees hired after April 1, 1996, and who start work on the same date, shall be determined by the lowest of the last four (4) digits of their social security number.

Seniority for employees employed on or before April 1, 1996, and who started work on the same date shall be determined by the time of first interview.

In the event that a Security Officer (655.0) moves to the Security Police Officer (655.1) classification that employee's seniority shall be determined by the date the employee entered the 655.1 classification. In the event that a Security Police Officer (655.1) moves to the Security Officer (655.0) classification that employee's seniority shall be determined by the date the employee was hired.

The determination of seniority referenced above only effect seniority within the bargaining unit and has no effect on the University of California service credits or benefits.

Seniority and continuity of service shall terminate when an employee quits or is dismissed.

Seniority shall cease to accrue for the following.

- a. Time lost due to layoff.
- b. Time lost due to personal non-occupational illness and/or non-industrial injuries, unless accrual of seniority is required by State or Federal law.
- c. Time lost due to absences for a period of five (5) consecutive Work Days or longer (excluding any leave on full pay or unless required by State or Federal law).
- d. Permanent transfer to another Department.

ARTICLE 16: SHIFT ASSIGNMENTS

The parties recognize that shift assignments are made on the basis of seniority. Employees desiring to change shifts may make a written application once a year for reassignment to another shift. Shift transfers shall normally be made during the spring of each year. The only exception shall be a hardship, which is within the sole discretion of the employer.

The parties recognize that it is necessary, from time to time, to reassign employees between sites and among shifts to balance staffing levels, maintain efficiency, for unforeseen emergencies or for training purposes, without regard to seniority.

During the probationary period, new employees will be assigned to an appropriate shift by the Employer.

ARTICLE 17: WORK RULES

For purposes of the Article, work rules are defined as rules promulgated by the Employer, within its discretion, which regulate employees relative to and affecting their employment. The Employer may enforce these work rules while employees are on premises of the Employer and/or while working for the Employer and/or outside the employee's working hours when the violation of the work rule would prejudice the interest of the Employer. Work rules shall not be construed as superceding the Collective Bargaining Agreement.

ARTICLE 18: ATTENDANCE STANDARDS

Employees who do not meet attendance standards established by the Employer shall be subject to discipline, up to and including dismissal. An employee dismissed for absenteeism may be referred to the Employer's Employee Assistance Program and placed on a "LAST CHANCE AGREEMENT." An employee terminated pursuant to violation of the "LAST CHANCE AGREEMENT" and who files a complaint under the Grievance and Arbitration provisions of the Agreement, the sole issue before the Arbitrator shall be whether the terms and conditions of the agreement were violated.

ARTICLE 19: HEALTH AND SAFETY

It is understood that reasonable safety rules of the Employer shall be complied with by all employees. Any employee may receive corrective action up to and including dismissal for failing to perform work in conformance with the Employer's Safety Rules or as required by the State or Federal Orders or other applicable statutes.

No later than January 31st of each calendar year, the Laboratory shall serve upon the SPOA a listing of manufacturer's names, addresses and contact numbers of items that bargaining unit members are provided to wear on their person.

ARTICLE 20: BENEFITS

- A. Eligible employees may participate in a number of benefit programs generally available to other eligible non-managerial, non-supervisory, non-confidential, non-academic, employees of the Employer. The Employer health plans provide an annual open enrollment period during which eligible employees may elect to change plan or coverage options. Open enrollment provides an opportunity for employees to choose among plans due to changes in circumstances of the employees, changes in the coverage and costs of each plan, and changes in plan availability which may change from year to year. The Employer may, at its option, alter its health and welfare programs and/or the University of California Retirement Plans (UCRP). Such alterations include, but are not limited to altering eligibility criteria, establishing new coverage, altering or deleting current coverage, altering employee and Employer rates of contribution, or changing the carrier for established plans or programs. In the event the Employer makes such alterations, the changes will apply to employees eligible for benefits within the unit in the same manner as they apply to other eligible staff employees at the same campus/Laboratory. The sole exceptions to the above shall be 1) any alterations proposed by the Employer which affect only bargaining unit employees, and 2) any alterations proposed by the Employer which reduce the UCRP retirement benefits of bargaining unit employees. In such cases, the Employer agrees to meet and confer with respect to the proposed change.
- B. The Employer's maximum monthly rates of contribution for bargaining unit employees who are eligible for and elect to enroll in a health plan shall be the same as the contribution rates for such plans for other staff employees.
- C. Costs that exceed current Employer contributions, and employee costs for plans to which the Employer does not contribute, are to be paid by bargaining unit members, normally through payroll deduction.
- D. In the event the current Memorandum of Understanding (MOU) expires, the parties agree that the terms of this Article 20, Employer Paid Benefits, preserves the status quo and will continue in full force and effect unless otherwise expressly modified by mutual agreement of both parties.
- E. Enumeration of Employer Benefits**
- a. For informational purposes only, a brief outline of benefits in effect on the date the Agreement is signed is found in Appendix A. SPOA understands and agrees that the descriptions contained in Appendix A do not completely describe the coverage or eligibility requirements for each plan, the details of which have been independently communicated to each employee.
 - b. Specific eligibility and benefits under each of the various plans are governed entirely by the terms of the applicable Plan Documents, custodial agreements, University of California Group Insurance Regulations, group insurance contracts, and state and federal laws. Employees in an eligible classification are excluded from coverage, regardless of appointment percent and average regular paid time. For details on specific eligibility for each program, see the applicable documents, agreements, regulations, or contracts.

ARTICLE 21: HOLIDAYS

The Employer will pay employees eight (8) hours pay at their regular rate of pay, subject to eligibility, for the Holiday.

Designated holidays shall be the same as those offered to non-represented Laboratory employees. If a designated holiday is rescinded for non-represented employees; the Employer agrees to meet and confer with the SPOA on such rescission.

Each employee covered by this Agreement shall receive eight (8) hours pay at his/her regular straight time base rate for each said holiday when not worked, provided he/she meets all of the following eligibility requirements:

- a. The eligible employee must work the last regularly scheduled workday the day before the holiday and the workday after the holiday unless excused by the employer. Employees scheduled to work on a designated holiday, and who call in sick shall be charged eight (8) hours of sick leave and will not be eligible for holiday pay for that holiday.
- b. When a holiday falls on an employee's regularly scheduled day off, the employee shall be paid eight (8) hours at his/her base rate.
- c. When an employee who is otherwise eligible for holiday pay and who is scheduled to work on a holiday, he/she shall receive eight (8) hours at his/her base rate plus a rate of one and one-half times the employee's regular base rate for all hours actually worked.
- d. Holiday pay will count as time worked for determining eligibility for overtime pay. In addition, voting time, Laboratory-related health checks, blood donations, search and rescue work and work-related travel are treated as time worked for determining eligibility for overtime pay.

ARTICLE 22: VACATION / SICK LEAVE

All employees covered by this agreement shall continue to receive Vacation and Sick Leave benefits as defined under current Laboratory Personnel Policies and Procedures Manual.

A. Vacation Scheduling

All vacation shall be scheduled at the discretion of the Employer, provided, however, that the Employer will arrange the schedule in conformity with the desire of the employee whenever practicable to do so.

Short-term vacations may be granted to officers on an individual basis if conditions warrant such an unscheduled leave. The supervisor who receives the call or the watch commander receiving the call will determine if the request for emergency vacation should be granted.

B. Sick leave

All employees and the Association recognize their obligation to prevent abuse of the sick leave privilege.

Employees requesting sick leave may be required to submit satisfactory proof of illness or disability.

Employees who abuse or fraud sick leave credits are subject to corrective action up to and including dismissal.

ARTICLE 23: LEAVES OF ABSENCE

A leave of absence means approved time off from work with or without pay for a specified period of time for serious or compelling reasons.

A. BEREAVEMENT LEAVE

An employee shall be granted reasonable absence because of a death in the employee's immediate family with pay at **STRAIGHT TIME** (excluding shift premium) for such time lost from assigned duty, not to exceed three (3) days within the employee's **STANDARD DAILY** and **WEEKLY WORK SCHEDULE**. In determining reasonable absence, consideration shall be given to the relationship of the employee to the deceased and the responsibility of the employee for making funeral arrangements.

An employee's immediate family shall be considered to be spouse, children, parents and siblings.

Before an employee is granted absence with pay under this Article, the employee must submit satisfactory evidence on a form provided by the Employer, to substantiate the reason for such absence.

It is recognized that there shall be no duplication of payment by the Employer for the same period of absence under this Article.

B. COURT APPEARANCE/JURY DUTY

Upon approval by the department head, full-time career employees, regardless of shift or work schedule, shall be permitted authorized absence from duty for appearance in court because of jury service, in obedience to subpoena or by direction of proper authority, in accordance with the following provisions:

Said absence from duty will be with pay at the employee's straight time rate including any applicable shift differential, and necessary travel time, not to exceed the number of hours in the employee's normal workday or normal workweek for each day the employee actually serves on the jury, is required to appear in court for jury selection, or is required to testify as a witness in a criminal case, other than as a defendant. As a condition of receiving such full pay, the employee must remit to the Laboratory, through the employee's department head, substantial evidence showing the dates and hours served and the amount of pay or compensation, if any, received from the court.

Employees who work the swing and owl shifts shall not be required to work their regular shifts if the start of said shift falls on the same day that the employee actually serves on the jury, is required to appear in court for jury selection, or is required to testify as a witness in a criminal case, other than as a defendant.

C. PERSONAL LEAVE

Upon application in writing on a form provided by the Employer, an employee may be granted a leave of absence without pay for a period of six (6) months, provided the Employer is convinced of the necessity for such leave.

Personal leaves are not intended to be used for vacation purposes.

Employees failing to return to work at the expiration of the leave may be terminated, unless unusual circumstances exist.

D. MILITARY LEAVE

Employees covered by this Agreement shall be entitled to Military Leave as provided by Federal and State law and to Military Leave as provided by the Laboratory Personnel Policies and Procedures Manual.

E. WORK-INCURRED INJURY or ILLNESS

Employees who are unable to work due to a work-incurred injury or illness compensable under the California Workers' Compensation Act are eligible to use accrued sick leave and accrued vacation as provided below. When sick leave is exhausted and when an Employee is still unable to work because of such illness or injury, Employees may use extended sick leave or leave without pay as provided below.

1. Use of Sick Leave and Accrued Vacation Leave

- a. an Employee who accrues sick leave and vacation shall be permitted to use accrued sick leave and vacation to supplement temporary disability payments under California's Workers' Compensation Act.
- b. Sick leave and vacation payments shall be the difference between the amount payable to the Employee under the Workers' Compensation Act and the Employee's regular salary. The additional payment made to an Employee to provide the Employee with full salary prior to receipt of disability payments shall be deemed an advance temporary disability payment within the Workers' Compensation Act.
- c. An Employee who receives an advance temporary disability payment shall reimburse the Laboratory for such payment. The reimbursement is used to restore proportionate sick leave and vacation credit as appropriate.

2. Extended Sick Leave

- a. An Employee who is receiving temporary disability payments and who has exhausted all accrued sick leave shall receive extended sick leave payments from the Employer in an amount equal to the difference between the payments from workers' compensation and eighty percent (80%) of the basic salary plus any shift differential which the Employee would have received. If such an Employee returns to part-time Laboratory duties, the

earnings plus any temporary disability payments, if less than eighty percent (80%) of basic salary plus shift differential, shall be supplemented to eighty percent (80%) by extended sick leave payments, provided the Employee continues to be medically authorized for workers' compensation temporary disability. The total extended sick leave payments shall not exceed twenty-six (26) weeks for any one injury or illness.

- b. An eligible Employee who does not have sufficient accrued sick leave to cover the three calendar days' waiting period for receiving workers' compensation payments shall receive extended sick leave payment to cover any part of the waiting period not covered by sick leave. Payment shall be made only after determination that the injury or illness is compensable under workers' compensation.
- c. An Employee who elects not to use all accrued sick leave is not eligible for extended sick leave benefits.

3. Effect on Pay Status

- a. **Extended Sick Leave.** An Employee who is receiving temporary disability payments and extended sick leave benefits as described above is considered to be on regular pay status for purposes of application of the provisions of this Agreement, except completion of the probationary period. However, sick leave and vacation accrued during this period is credited to the Employee only upon return to work. If an Employee separates without returning to work, the Employee shall be paid for vacation for the period the Employee received extended sick leave payment.
- b. **Leave Without Pay.** An Employee on leave without pay and receiving temporary disability payments accrues sick leave and vacation on the same basis as if regularly employed, but such accrual is credited to the Employee only upon return to work. If an Employee separates without returning to work, no payment shall be made for such vacation credit.
- c. **Separation.** An Employee shall not use vacation, accrued sick leave or extended sick leave to supplement workers' compensation payments beyond a predetermined period of separation or leave without pay. Any vacation credit remaining on the date of separation shall be paid on a lump-sum basis.

F. PREGNANCY DISABILITY LEAVE

A pregnant employee is eligible for and shall, upon request, be granted a leave of absence for up to four months for pregnancy, childbirth, or related medical conditions. Pregnancy Disability Leave may consist of leave without pay or accrued vacation.

If an employee on approved Pregnancy Disability Leave is also eligible for leave under the federal Family and Medical Leave Act, up to 12 workweeks of such leave shall run concurrent. Upon termination of Pregnancy Disability Leave that runs concurrently with federal Family and

Medical Leave, an employee shall also be entitled to up to 12 workweeks of State Family Care and Medical Leave for any covered reason except leave for pregnancy or pregnancy related medical conditions.

An employee who has been granted a Pregnancy Disability Leave shall be reinstated to the same job, provided that the employee returns to work immediately upon termination of the Pregnancy Disability Leave and provided that the aggregate duration of all leaves granted for a given pregnancy does not exceed four months. If the same job has been abolished or affected by layoff, the employee shall be reinstated to a similar job.

G. FAMILY CARE AND MEDICAL LEAVE

Family Care Leave includes both Parental Leave and Family Illness Leave. Medical Leave is provided for the employee's own serious health condition. Employees who have more than one year of service with the Employer and have worked at least 1,250 hours of service during the 12 month period immediately preceding the commencement of the leave are eligible for and shall be granted up to a total of 12 weeks of Family Care and Medical Leave in any 12 month period, except as otherwise provided in this Article. Family Care and Medical Leave includes paid and unpaid absences, including use of an employee's accrued vacation, and leave of absence without pay. All paid time off used for family care and/or medical leave purposes shall be deducted from the 12 workweek Family Care and Medical Leave maximum. Family Care and Medical Leave shall not exceed 12 workweeks in any 12 month period.

1. Definitions

- a. Parental Leave is leave to care for a newly born or newly adopted child, or placement of a foster child. The total of Pregnancy Disability Leave and Parental Leave, when taken in conjunction, shall not exceed seven months.
- b. Family Illness Leave is leave to care for the employee's child, parent or spouse with a serious health condition.
- c. Medical Leave is leave granted for the employee's own serious health condition that makes the employee unable to perform the essential assigned functions of the employee's position.
- d. "Child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis who is either under 18 years of age or an adult dependent child.
- e. "Parent" means a biological, foster, or adoptive parent, a stepparent, a legal guardian, or an individual who stood in loco parentis to the employee when the employee was a child. "Parent" does not include the employee's grandparents or mother/father-in-law.
- f. "Spouse" means a partner in marriage.
- g. "Serious Health Condition" means an illness, injury, impairment, physical or mental condition that makes an employee unable to perform the essential assigned functions of his/her position, or an illness, injury,

impairment, physical or mental condition of the employee's child, parent or spouse which requires the participation of the employee to provide care during a period of the treatment or supervision and involves either inpatient care in a hospital, hospice, or residential health care facility or continuing treatment or continuing supervision by a health care provider.

- h. "Health Care Provider" means an individual who is licensed in California to hold either a physician's and surgeon's certificate or an osteopathic physician's and surgeon's certificate, podiatrists, dentists, clinical psychologist, optometrists, chiropractors (limited to treatment of the spine to correct a subluxation as demonstrated in x-ray to exist), nurse practitioners and nurses, midwives performing within the scope of their practice, Christian Science practitioners or any other individual duly licensed to practice medicine in another state or jurisdiction.

2. General Provisions

A. Request for Leave

1. If the employee learns of the event giving rise to the need for leave more than 30 days in advance, the employee shall provide the Employer with notice as soon as the employee learns of the need for leave, and, at a minimum, 30 days prior to the commencement of the leave, if practicable.
2. If the employee learns of the event giving rise to the need for leave less than 30 days in advance, the employee shall provide the Employer with as much advance notice as is practicable, and, at a minimum, with such notice within five working days after learning of the event.
3. An employee who fails to give 30 days' notice for a foreseeable leave with no reasonable basis for the delay, may have his/her family care and/or medical leave denied until 30 days after the date on which the employee provided notice.

B. Time Periods

1. For Family Care and Medical Leave purposes only, 12 workweeks means 12 workweeks in any 12 month period. In the event the Employer policy and/or applicable State or Federal law result in a different date of commencement for this 12 month period, the commencement period for employees in this bargaining unit shall conform to that commencement date.
2. Parental Leave shall be initiated within one year of the birth, adoption, or foster placement of the employee's child and shall be taken in accordance with applicable federal and state regulations. The Employer shall grant Parental Leave of at least one day but less than two weeks duration on any two occasions during any 12 month period.
3. When medically necessary, and supported by medical certification, the Employer shall grant an employee Family Illness and/or Medical Leave on a reduced work schedule or on an intermittent basis including absences of less than one day. Only

the time actually spent of the intermittent or reduced leave schedule shall be counted towards the employee's entitlement of 12 workweeks in any 12 month period.

4. When the employee requests an intermittent leave or leave of a reduced leave schedule for a planned medical treatment, the Employer may, at its discretion, require the employee to transfer temporarily to an available alternate shift or position for which the employee is qualified and which better accommodates recurring periods of leave than the employee's regular position. Such temporary transfer shall not be subject to the Grievance or Arbitration Procedure.

C. Certification

1. When leave is requested for the employee's own serious health condition or to care for the employee's seriously ill family member, the Employer may, at its discretion, require that an employee's request for Family Illness or Medical Leave be supported by written certification issued to the Employer by the health care provider of the individual requiring care. The certification shall be on a form provided by the Employer and shall include the following: the date on which the serious health condition commenced; the probable duration of the condition; an estimate of the amount of time that the health care provider believes the employee needs to care for the individual requiring care; and a statement that the serious health condition warrants the participation of a family member to provide care during a period of the treatment or supervision of the individual requiring care.
2. Should there be any questions regarding the validity of the employee's medical certification for his/her own serious health condition, the Employer may, at its discretion, require the employee to obtain a second medical opinion from a second health care provider jointly approved by the Employer and the employee. Should the second medical opinion differ from the employee's own health care provider, the Employer may require a third medical opinion from a third health care provider jointly approved by the Employer and the employee. The Employer shall bear the cost of the second and third opinion and the third opinion shall be final.
3. If additional leave is requested upon expiration of the leave granted, the Employer may, at its discretion, require the employee to obtain recertification.
4. If recertification is required, the employee shall return the certification within fifteen (15) calendar days of the Employer's request where practicable. Failure to provide certification for a foreseeable leave within the requested time may result in 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 denial of continuation of the leave until the required certification is provided. If the employee fails to provide a complete certification, the employee shall be given fifteen (15) calendar days to perfect the certification. Failure to perfect an incomplete certification may result in the denial of the continuation of the leave.

5. An employee who has been granted a Medical Leave for reasons other than pregnancy-related childbearing disability, shall be returned to the same or an equivalent position when the employee has been medically released to perform the essential assigned functions of her job. Failure to provide medical release to return to work may result in the denial of reinstatement until after the employee submits the required medical release certification.

Use of Sick Leave and Vacation

An employee shall substitute for leave granted under this section all sick leave days prior to taking leave without pay. An employee may elect to use vacation time before taking leave without pay. If the employee's vacation leave is at the maximum, the employee will be required to use at least 40 hours of vacation prior to taking leave without pay.

Continuation of Health Benefits

An employee on an approved Family Care and/or Medical, Leave shall be entitled, if eligible, to continue participation in health plan coverage (medical, dental, and optical) as if on pay status for a period of up to 12 workweeks in any 12 month period. However, 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 the State Family Care 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.

Deferral or Denial of Family Care Request

The Employer may, at its discretion, defer or deny an employee's request for Parental Leave if the employee's spouse, who is also an employee, is permitted to take Parental Leave to the extent that the leave taken by the employee when combined with the leave taken by the employee's spouse does not exceed 12 workweeks in any 12 month period.

An employee who fails to give 30 days notice for a foreseeable leave, with no reasonable basis for the delay, may have his/her Family Care and/or Medical Leave denied until 30 days after the date on which the employee provides notice.

An employee who fails to provide certification as required, may have his/her request denied or deferred until the requested certification is provided.

An employee who fails to provide a required medical certification to return to work, may have his/her reinstatement denied until a medical release certification is provided.

D. Review of Denial or Deferrals of Family Care Request

If an employee's request for Family Care and/or Medical Leave is denied, deferred or otherwise provided falls short of the employee's initial request, such Employer action may, upon the employee's written request, be reviewed by the Human Resource Manager or designee. The Employer's action in granting or not granting a Family Care and/or Medical Leave shall be subject to Grievance, up to Step 3.

E. Reinstatement

An employee granted Family Care and/or Medical Leave shall be reinstated to the same or equivalent position upon return from the leave. If the position has been abolished or otherwise affected by layoff and an equivalent position is not available, the employee shall be afforded the same considerations which would have been afforded had the employee been on pay status when the position was abolished or affected by layoff.

F. Public Emergency Policy

Employees may be granted time off with pay during a public emergency that effectively prevents attendance at work or the continuance of work in a normal and orderly manner. A public emergency includes either a natural disaster, such as fire, flood, or earthquake or a man-made disaster, such as a demonstration, riot, road closure due to accident or act of sabotage. Approval for time off for such emergencies is by the Director or the Laboratory Deputy Director of Operations.

ARTICLE 24: TEMPORARY / LIMITED DUTY

The Employer recognizes that it has a legal obligation to provide injured and disabled employees with all rights to which they are entitled under state and federal law, including, but not limited to, the Worker's Compensation Act and the Americans with Disabilities Act. Notwithstanding such legal obligations, the Employer agrees to provide, solely at its discretion, temporary, limited, modified or light duty assignments, not otherwise required by law, to employees who are medically restricted from fully performing the essential assigned functions of their positions.

Temporary/limited duty assignments shall not normally exceed six (6) months.

During the first one hundred- (100) working days of such assignment, the Employee shall be compensated at his/her regular rate of pay. Thereafter, the Employer, at its discretion may offer, and the Employee at his/her option may accept, one of the following:

- A. Continue a limited, modified or light duty assignment compensated at his/her regular rate of pay.
- B. Accept disability benefits, including disability retirement, to which the Employee would otherwise be entitled.

Those employees who are offered but do not accept a limited, modified or light duty assignment pursuant to this Article, shall within 60 days of the last day worked on limited, modified or light duty, either locate other employment within the Laboratory or face medical separation.

Seniority and all other benefits shall continue to accrue for all employees who accept a limited, modified or light duty assignment at the rate indicated above.

ARTICLE 25: DEVELOPMENT

SPOA members are entitled to the same Educational Development as all non-represented LLNL employees, as set forth by LLNL Personnel Policies and Procedures Manual Section I "Employee Development".

ARTICLE 26: UNIFORMS / FOOTWEAR

- A. Uniforms are attire required by the Employer to be worn in the performance of assigned duties. The Employer shall have the sole discretion to determine who shall wear a uniform and the conditions under which it must be worn. Employees shall wear the uniform and maintain a proper appearance as specified by the Employer.
- B. Uniforms and equipment worn or used by employees while on duty shall be prescribed by the Employer and no deviations from the Employer requirements shall be practiced without the consent of the Employer.
- C. All required uniforms and equipment will be furnished by the Employer without cost to the employee. Replacement articles of clothing and equipment will be provided by the Employer at no cost to the employee to the extent the Employer considers necessary. However, the cost of replacing articles of clothing and equipment shall be borne by the employee when an article is lost, stolen, damaged, or worn as a consequence of the employee's negligent or intentional failure to maintain.
- D. It shall be the employee's responsibility to launder and maintain uniforms in a clean and presentable manner. Each employee shall receive thirty dollars (\$30.00) per month for cleaning and maintenance of uniforms.
- E. Employer issued uniforms and equipment remain the property of the Employer. All uniforms and equipment supplied by the Employer must be returned to the Employer upon replacement of the particular article and upon termination of employment. Failure to comply with this requirement will result in the cost of unreturned uniforms and equipment being deducted from any monies due to the employee.
- F. Both parties agree that uniforms and equipment will be worn and utilized consistent with the principles of Integrated Safety Management, to include such things as the specifications recommended by the manufacturer.

FOOTWEAR

- A. Footwear is provided to officers for the sole purpose of performing their duties and participating in physical fitness training. Replacement or reimbursement shall not be made for footwear that is lost, stolen, damaged or worn as a consequence of the employee's inappropriate use, negligent or intentional failure to maintain.
- B. **Safety Shoes:** One pair of safety shoes will be provided per year, or as otherwise required, if, following visual inspection, the Employer determines that replacement is necessary. Safety shoes supplied by the Employer must be returned to the Employer upon replacement and upon termination of employment.
- C. **Athletic Shoes:** A shoe allowance of up to seventy-five dollars (\$75.00) for the purchase of athletic shoes for engaging in fitness workouts shall be made to employees who complete two hundred (200) workouts, or when in the opinion of the Physical Fitness Section Leader, the employee's athletic shoes represent a significant risk for injury to the employee or otherwise require replacement.

ARTICLE 27: TRAVEL REIMBURSEMENT

Policies, procedures, definitions, qualifications, calculations, covered hours and rates relative to Travel Reimbursement at the Laboratory shall continue at the same level as offered to non-represented Laboratory employees.

However, should the Laboratory discontinue or modify Travel Reimbursement for all other non-SPOA represented employees, the SPOA would also accept this change for its members.

ARTICLE 28: WAGE INCREASES

For all wage rates detailed in this Article, the wage step progression between steps equals five percent. Movement from one step to the next will occur on the Officer's anniversary date.

FY04 Current Wage Scale:

	<u>Initial</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
SOs	\$12.19	\$12.80	\$13.44	\$14.12	\$14.82
SPOs	\$20.14	\$21.15	\$22.21	\$23.32	

The first year increase shall be retroactive to October 1, 2004 for all SPOs and SOs who were employed as of that date and on active payroll as of the ratification and signing of the Agreement. For SPOs and SOs hired after November 1, 2004 and who are on active payroll as of the ratification and signing of the Agreement, the first year increase shall be retroactive to their hire date.

Effective October 1, 2004, all SPOs on active payroll shall receive an 8% base building increase and SOs on active payroll shall receive a 2% base building increase. The wage scale shall be:

	<u>Initial</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
SOs	\$12.43	\$13.06	\$13.71	\$14.40	\$15.12
SPOs	\$21.75	\$22.84	\$23.99	\$25.19	

Commencing October 1, 2005, SPOs on active payroll shall receive a 5% increase and SOs on active payroll shall receive a 2% increase. The wage scale shall be:

	<u>Initial</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
SOs	\$12.68	\$13.32	\$13.98	\$14.69	\$15.42
SPOs	\$22.84	\$23.98	\$25.19	\$26.44	

Effective October 1, 2006, SPOs on active payroll shall receive a 4% increase and SOs on active payroll shall receive a 2% increase. The wage scale shall be:

	<u>Initial</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
SOs	\$12.94	\$13.58	\$14.26	\$14.98	\$15.73
SPOs	\$23.75	\$24.94	\$26.19	\$27.50	

Effective October 1, 2007, SPOs on active payroll shall receive a 3% increase and SOs on active payroll shall receive a 2% increase. The wage scale shall be:

	<u>Initial</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>
SOs	\$13.19	\$13.86	\$14.55	\$15.28	\$16.04
SPOs	\$24.46	\$25.69	\$26.98	\$28.33	

Wage Progression

If, and in the judgment of the Employer, an employee is not entitled to an increase under this Article due to his/her performance on the job, or his/her conduct, including excessive absenteeism or tardiness, the Employer may withhold such increase. Increases withheld under this Article of the Agreement, are subject to review under the Grievance or Arbitration Articles of the Agreement. The wage step progression between steps is 5% and will occur on the officer's anniversary.

The Employer may, at its initiative and in accordance with its judgment, start an employee above the starting rate.

If, during the progression period, an employee has been continuously absent from work for any reason (excluding vacation or statutorily required leave) for a period of one (1) week or longer, his/her scheduled progression step will be deferred one (1) week for each week of such continuous absence.

ARTICLE 29: PREMIUM PAY

A. SHIFT DIFFERENTIAL

An employee shall receive a shift premium of 7% per hour for work performed on the swing shift (3:00 p.m. to 11:00 p.m.) and a shift premium of 15% per hour for work performed on the owl shift (11:00 p.m. to 7:00 a.m.).

The parties agree that should the Laboratory change the calculation of the premium from a percentage of base pay to a flat rate for all other non-represented employees at the Laboratory, the Association would also accept the change for its members.

All hours worked by an employee during a work day shall be considered as being worked on the shift on which he/she starts to work, except that work performed on two shifts shall be paid the rate of the shift on which the majority of time is worked and when two complete shifts are worked, the rate applicable to each shift will be paid.

B. SITE 300 PAY

Employees assigned to Site 300 shall receive an additional \$5.00 per shift worked at Site 300. However, should the Laboratory discontinue this policy and/or practice for all other non-SPOA represented employees assigned to Site 300, the SPOA would also accept this change for its members.

C. CALL-BACK PAY

Any employee who has completed his/her regular shift and has left Laboratory premises and who is subsequently called back to work outside of his/her regularly scheduled hours (as in the case of an emergency) shall be given, at a minimum, three (3) hours work, or if no work is available, he/she shall be given three (3) hours pay at his/her regular rate of pay. Wage payments for hours not worked shall not be considered as hours worked for the purpose of computing overtime.

D. SPECIAL RESPONSE TEAM (SRT)

Security Police Officers (655.1) who successfully complete the specialized SRT training and who continue to meet the requirements for SRT membership, and are subsequently assigned to an SRT assignment, will receive, in addition to the normal straight-time pay, two dollars (\$2.00) per hour premium for all hours worked effective October 1, 2004.

Security Police Officers (655.1) who successfully complete the specialized SRT training and who continue to meet the requirements for SRT membership, and are subsequently assigned to an SRT assignment, will receive, in addition to the normal straight-time pay, three dollars (\$3.00) per hour premium for all hours worked effective October 1, 2005.

The premium pay earned will be considered base-building for retirement calculation purposes.

SRT pay will be paid to qualified SRT Officers regardless of HRP status at the end of 6 months from the date of hire. Officers currently affected will be grandfathered to receive the SRT pay upon ratification of the contract.

E. FIELD TRAINING OFFICER (FTO)

Field Training Officers who successfully complete the specialized FTO training and who continue to meet the requirements of an FTO, and are subsequently assigned to an FTO position, will receive, in addition to the normal straight-time pay, two dollar (\$2.00) per hour premium for all hours worked. The premium pay earned will be considered base-building for retirement calculation purposes.

ARTICLE 30: OVERTIME

Overtime at a rate of one and one half (1-1/2) times an employee's regular rate of pay shall be paid to the employee for all hours worked in excess of forty (40) hours in the workweek. There shall be no compounding, duplicating or pyramiding of overtime for the same hours worked under any circumstances of any description. In addition, the Employer shall pay employees time and one-half (1 ½ x) pay after shift. For purposes of this paragraph only, a shift is defined as a minimum of twelve (12) hours.

The Employer shall decide when overtime is needed and which employees will be assigned overtime. Overtime must be approved in advance by the Employer.

If an employee is scheduled or signs up for overtime, but fails to work such overtime without employer approval, the employee may be disqualified for further daily or weekend overtime for a period of three (3) months. This does not preclude the Employer from taking other corrective action as it deems appropriate.

Paid Workouts

The Laboratory has agreed that its current practice of allowing officers at their request up to three (3) overtime workouts per week shall continue during the life of the Agreement, consistent with the terms of the Labor Agreement.

ARTICLE 31: MEAL PERIODS AND ALLOWANCE

Employees will be given an unpaid thirty (30) minute meal period. Whenever possible, the meal period will be scheduled at the middle of the shift. When continuous operations are in effect, the Employer agrees to provide a thirty (30) minute paid meal period for each affected employee. Such designation must be approved in advance by the Employer.

Meal Allowance

Employees who unexpectedly (i.e. without prior notice or knowledge) work in excess of ten (10) hours in a workday for eight (8) hour shifts and in excess of twelve (12) hours for 10 hour shifts and in excess of fourteen (14) hours for twelve (12) hour shifts, shall be provided a meal or a meal allowance of not more than ten dollars (\$10.00). Specifically excluded from this provision is daily or routine overtime pre-scheduled or prearranged before the employee reports to work. An employee who is notified three hours or more prior to his/her start of work that overtime is scheduled is not eligible for the meal allowance.

All emergency meals must be consumed on-site and purchased at on-site cafeterias during cafeteria business hours.

ARTICLE 32: REST PERIODS

Rest periods not to exceed fifteen minutes, once during each work period of three hours or more, may be granted to employees by the Employer subject to the limitation set forth in the paragraph below. This time cannot be taken at the beginning or end of the work period, and cannot accumulate for later use. Officers should notify the CAS dispatcher when rest breaks are needed.

It is understood that operational requirements, work station coverage requirements, workloads, staffing levels, leave schedules, vacation schedules and/or the provisions of security for the Employer, Department of Energy or public may require the uninterrupted presence of the employees. In such situations rest breaks will not be granted.

ARTICLE 33: CONTINUITY OF OPERATIONS

During the life of this Agreement or any written extension thereof, the Association, on behalf of its officers, agents and members, agrees that there shall be no strikes, slowdowns, walkouts, refusal to perform assigned duties, sit-downs, sickouts, or refusal to cross picket lines at the Laboratory owned facilities.

The Association, its officers, agents, representatives, persons acting on its behalf, and all 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.

ARTICLE 34: PERSONNEL FILES

An Employee shall, upon written request to the Employer, have the opportunity to review his/her personnel file(s) within a reasonable time in the presence of a representative of the Employer. At the time of such request, the supervisor shall inform the Employee of the location(s) of the file(s).

Where operational requirements permit, an Employee shall be granted a reasonable amount of time without loss of straight time pay status to review his/her personnel file(s). When granting such requests, the immediate supervisor shall take into account the frequency of such requests and the amount of time the Employee is or will be engaged in such activity. A SPOA representative may accompany the Employee when the Employee is reviewing his/her personnel file(s). Alternatively, an individual Employee may authorize a designated SPOA representative to review the Employee's personnel file(s) on the Employee's behalf. Such written authorization shall be valid for a period of 30 calendar days from the date of the signature of the authorization or within a written time limit specified by the Employee, whichever is later.

Copies of letters of warning and/or disciplinary action shall, upon being placed in the Employee's personnel file(s), be provided to the Employee. Employees' written comments, if any, regarding such letters shall be placed in their personnel file(s). Such comments shall not require the Laboratory to change or alter the letters of the actions indicated by the letters. Letters of warning and/or disciplinary action which do not involve criminal violations will, upon written request of the Employee, be removed from the Employee's personnel file(s) if there have been no other warnings or disciplinary actions for a two-year period. If there have been no other warnings or disciplinary actions for a two-year period, materials which would be removed upon an Employee's request which are more than two years old will not be used or relied upon to take or support disciplinary action.

Upon the Employee's written request, counseling memoranda and/or written records of discussion will be removed from the Employee's personnel file(s) if there have been no other such memoranda relating to or disciplinary action for a two-year period.

Counseling memoranda and/or written records of discussion, in and of themselves, are not discipline.

Records involving the processing of an Employee's grievance such as the grievance form, step appeals/responses, and settlement documents will be kept in a file separate and apart from the Employee's personnel file. It is not the intent of this section to exclude from the Employee's personnel file final disciplinary action documents that result from a settlement agreement.

Only records protected by recognized legal privilege and records excepted from disclosure by law may be withheld from the Employee and/or the Employee's representative. Neither an Employee nor his/her representative shall be entitled to review confidential pre-employment information or confidential information relating to transfers or promotions of the Employee out of his/her bargaining unit, nor shall the Employee or his/her representative be entitled to review documents related to internal Laboratory labor relations or personnel policy or agreement applications.

Pursuant to Employer's procedures, fees may be charged for making copies of personnel file information or extracts thereof; however, there is no charge for the first copy annually of the Employee's own records.

ARTICLE 35: COOPERATION

The Association and the Employer are committed to exploring ways of improving customer satisfaction, quality of service, work efficiencies and cost containment in a professional, cordial and cooperative working environment. Towards that end, the Association and the Employer may establish committees comprised of employees appointed by the Association and supervisors and managers appointed by the Employer to explore alternative methods for achieving these goals.

Additionally, the Association and the Employer recognize that high levels of unwarranted absences are harmful to the Department in terms of cost, quality and efficiency. Both parties agree that the problem of unwarranted absenteeism must be addressed in a cooperative and constructive manner. The Association and the Employer further agree that they will use their best efforts to achieve the objective of minimizing unwarranted absenteeism and will effectively communicate their mutual commitment to reducing unwarranted absences to all employees.

ARTICLE 36: SAVINGS CLAUSE

Should any part of this Agreement, or any provision herein contained, be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by a decree of any court of competent jurisdiction such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof. Remaining parts or provisions shall remain in full force and effect.

ARTICLE 37: WAIVER

The parties acknowledge that during the negotiations which resulted in this Agreement, each 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 the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.. The rights and procedures granted and set forth under the Laboratory's Personnel Policies and Procedures Manual do not apply to employees covered by this Agreement, except as expressly stated in this Agreement. The Employer and Security Police Officers Association (SPOA), for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either party at the time they negotiated or signed this Agreement.

DURATION OF AGREEMENT

This Agreement shall be effective on October 1, 2004 and shall terminate at 11:59 p.m. on September 30, 2008 unless the Laboratory and Association mutually and in writing agree to extend any or all of the terms and conditions of this Agreement.

In order to facilitate the negotiation of a successor to this Agreement between the parties, the Association shall, no later than May 1, 2008 serve upon the Manager of Staff Relations of the Laboratory its written proposals for a successor Agreement. The Laboratory shall, not later than June 1, 2008 serve upon the designated representative of the Association its written proposals for a successor Agreement. Negotiations shall commence on or about July 1, 2008 unless another date is mutually agreed to by the parties.

EXECUTION OF AGREEMENT

The foregoing Agreement between the Security Police Officers Association (SPOA) and the Regents of the University of California, having been duly approved by both parties, is hereby executed by the undersigned authorized representatives of each party.

By: _____
Charles R. Quinones
President – SPOA

By: _____
Judith W. Boyette
Associate Vice President –
Employment & Benefits Planning

By: _____
Howard Pripas
Executive Director – Labor Relations

By: _____
Robert Perko
Chief Negotiator
University of California / LLNL

APPROVED AS TO FORM:

MEMORANDUM OF THE NEGOTIATORS

The negotiators of this proposed Agreement affix their signatures to the Agreement to indicate that they have concluded negotiations on the development of the proposed Agreement and that they are referring it to the parties for decision concerning approval.

It is understood that the Agreement is not binding unless and until both parties have executed it. The process of approval with respect to the Association will be completed when the Agreement has been reviewed and ratified by the appropriate members of the Association. On behalf of the University, the Agreement must be reviewed and approved by the Office of the President, including review by the General Counsel of the Regents.

The parties agree that when the approval process has been completed the Agreement will become effective when the document has been signed by the authorized representatives for both parties.

FOR THE LABORATORY

FOR THE ASSOCIATION

Robert Perko
Chief Negotiator
University of California / LLNL

Charles R. Quinones
President
Security Police Officers Association

Jennifer L Szutu
Staff Relations Division

Michael Nitkin
Vice President
Security Police Officers Association

Russ Miller
Division Leader
Protective Force Division

Willie Allen
Sergeant of Arms
Security Police Officers Association

John Smalls
Captain
Protective Force Division

Gayle Cieszkiewicz
University of California

APPENDIX A ENUMERATION OF UNIVERSITY BENEFITS

A. HEALTH BENEFITS

1. **Medical program** – a variety of health maintenance organizations (HMOs) and fee-for-service plans are available to cover eligible employees and their eligible family members. Choice of plans may vary from location to location. Eligible part-time employees appointed and paid by the university to work a specified minimum appointment and average regular paid time may be covered by the core major medical plan. The plan is available to the employee and eligible family members.
2. **Dental program** – dental plans are available to eligible employees. Employees may cover themselves and their family members.
3. **Vision program** – a vision plan is available to eligible employees. Employees may cover themselves and their eligible family members.

B. UNIVERSITY OF CALIFORNIA RETIREMENT SYSTEM

1. **University of California Retirement Plan** - Eligible employees covered by this Agreement shall be covered by the University of California Retirement Plan (UCRP).
2. **Tax-Deferred 403(b) Plan** – Participation in the UCRS Tax-Deferred 403(b) Plan is available to all University EMPLOYEES except students who normally work less than twenty (20) hours per week. The Plan provides the following investment options:
 - a. UC Managed Funds - Participants may choose from six (6) investment funds, Savings, Money Market, Insurance Company Contract, Equity, Bond and Multi-Asset Funds.
 - b. Calvert Socially Responsible Mutual Funds; and
 - c. Fidelity Investments Mutual Funds.
3. **Defined Contribution Plan (DC Plan)**
 - a. **Pre-Tax Account** - All current member contributions to the University of California Retirement Plan (UCRP) are redirected to the Pretax Account. Although payroll reductions default to the Savings Fund, participants may invest in any of the other UC-Managed Funds: Money Market, Insurance Company Contract, Equity, Bond and Multi-Asset Funds or in Fidelity Investments mutual funds. Redirection is subject to annual Regental review.
 - b. **Pre-Tax/Safe Harbor Account** - Employees who are not in a UC-sponsored defined benefit retirement plan make mandatory contributions of 7.5% of earnings up to the Social Security wage base to the Pretax Account in lieu of paying the Old Age, Survivors and Disability Insurance portion of Social Security taxes (Safe Harbor contributions). Although payroll reductions default to the Savings Fund, participants may invest in any of the other five UC-Managed Funds or in Fidelity Investments Mutual Funds.

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

C. LIFE INSURANCE

1. **University-Paid** – Two University-Paid life insurance plans—Basic Life and Core Life—provide basic life insurance coverage. The amount varies, depending on your appointment rate and average regular paid time. Eligible employees are automatically covered by the plan for which they qualify.
2. **Supplemental** - Optional personal life insurance and dependent life insurance is available and may be purchased by eligible employees.

D. OTHER INSURANCE

1. **Accidental Death & Dismemberment Insurance** – eligible employees may purchase Optional AD&D insurance. A variety of coverages and amounts are available to cover employees and their eligible family members.
2. **Business Travel Accident Insurance**
Employees who are traveling on official University business are covered by \$100,000 of accidental death and a scheduled dismemberment insurance.
3. **Disability Insurance**
 - a. **Short-Term Disability Insurance** – Short-Term disability insurance is available to eligible employees. Eligible employees are automatically covered by the plan.
 - b. **Supplemental Disability Insurance** - Optional supplemental disability insurance may be purchased by eligible employees.
4. **Legal Expense Insurance Plan** – A legal expense insurance plan may be purchased by eligible employees. The legal plan provides employees and their eligible family members with coverage for basic legal services associated with preventive, domestic, consumer and defensive legal matters. The plan is employee-paid through payroll deductions.
5. **Auto/Homeowner Insurance** – Individual auto and home insurance policies are available which may be purchased by eligible employees through payroll deduction.

E. OTHER BENEFITS

1. **Tax Effective Salary Reduction Programs**
 - a. **Retirement Tax Savings Plan** – Required monthly participant contributions to the DC Plan Pretax Account are automatically deducted from gross pay before federal and state taxes are calculated.
 - b. **Tax Savings on Insurance Premiums (TIP)** – Employees enrolled in certain benefit plans are automatically enrolled in TIP, unless the employee makes an election to withdraw. After the University contribution, if any, is applied the net insurance premiums are deducted from gross pay before federal and state taxes.
2. **Dependent Care Assistance Program (DepCare)** – DepCare is available to eligible employees and allows employees to pay for eligible dependent care expenses on a pre-tax, salary reduction basis.
3. **Health Care Reimbursement Account (HCRA)** – The Health Care Reimbursement Account is available to eligible employees and allows them to pay on a pretax, salary reduction basis for eligible health care expenses not covered by the employee's medical, dental, or vision plans.
4. **U.S. Savings Bonds and American Century California Tax Free and Municipal Funds.** – Through payroll deductions, investments can be made in United States Series EE Savings Bonds and the American Century California Tax-Free and Municipal Funds.
5. **Death Payments** – Death payments are provided upon the death of an employee who has been on pay status at least fifty percent (50%) time at least six (6) continuous months prior to death. Payment is a sum equal to the deceased's regular salary for one (1) month, and shall be paid to the deceased's spouse, or if there is no spouse, to the employee's eligible dependent(s), or if there is neither a surviving spouse nor eligible dependent(s), to the beneficiary designated in the deceased's University-paid life insurance policy. All monies due and payable to the employee at the time of death shall be paid to the employee's surviving spouse and/or eligible dependent(s).
6. **Alternate Retirement Plans** – Employees covered by alternate retirement plans are subject to that plans rules and regulations, and not subject to UCRP coverage.