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August 23, 2013

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE UNIVERSITY OF SAN FRANCISCO

AND

UNITED SERVICE WORKERS WEST

Effective Dates:  
June 1, 2011 – September 30, 2016

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This Agreement is entered into this October 6, 2011 by and between the UNIVERSITY OF SAN FRANCISCO, a California corporation, hereinafter referred to as the “University”, and the SERVICE EMPLOYEES INTERNATIONAL UNION, UNITED SERVICE WORKERS WEST, AFL-CIO, hereinafter referred to as the “Union”.

## **ARTICLE 1 – RECOGNITION**

The University recognizes the Union as the sole and exclusive bargaining representative for all laborers and gardeners at the University, excluding all office and clerical employees, skilled trades and craft employees, public safety officers, administrative and professional employees, supervisors, faculty (full-time and part-time) and confidential employees certified by a letter from the University to the Union dated April 14, 1988 and incorporated by reference herein.

## **ARTICLE 2 – MANAGEMENT RIGHTS**

### Section 1

All management rights and functions, except those which are clearly and expressly abridged by this agreement, shall remain vested exclusively with the University.

### Section 2

Except as otherwise provided in this Agreement, the University retains the right to make and implement decisions including, but not limited to, the direction and control of the staff, including the right to plan, direct, and control University operations.

### Section 3

The University’s failure to exercise such management rights and functions reserved to it, shall not be deemed a waiver of such rights and functions.

## **ARTICLE 3 – DEFINITION OF EMPLOYEES**

### Section 1

A full-time employee is one who regularly works forty (40) hours a week and who has successfully completed the probationary period.

### Section 2

A part-time employee is one who regularly works at least twenty (20) hours per week and who successfully completed the probationary period.

### Section 3

#### Definitions

- A. A temporary employee may be employed for up to ninety (90) working days. The University may release a temporary employee at any time and for any reason, and such release will not be subject to Article 13, Grievance Procedure, nor any

arbitration. Upon the completion of ninety (90) working days, the temporary employee will either attain probationary period status or be released from University employment. Such release will not be subject to Article 13, Grievance Procedure, nor any arbitration. If the temporary employee attains probationary period status his/her probationary period begins on the date he/she attains such status. The length of the probationary period will be sixty (60) calendar days. Following successful completion of the probationary period, seniority will include time spent by the employee while in temporary status. Such time will also be applied toward vacation and sick leave accruals.

B. The following articles do not apply to temporary employees:

Article 7	Holidays
Article 8	Vacations
Article 9	Leaves of Absence
Article 10	Sick Leave
Article 11	Seniority
Article 12	Layoff and Recall
Article 14	Discipline and Discharge
Article 16	Promotion, Demotion and Transfer
Article 19	University Benefits

## **ARTICLE 4 – NON-DISCRIMINATION**

### Section 1

The University shall not discriminate against any employee because of membership in the Union or because of any activities on behalf of the Union. Union activities shall not interfere with the normal operations of the University.

### Section 2

Neither the University nor the Union in carrying out its obligation under this Agreement shall discriminate with respect to employment or Union membership on the basis of race, color, religion, religious creed, ancestry, national origin, age (except minors), sex, sexual orientation, marital status, medical condition (cured or rehabilitated cancer) or disability.

### Section 4

The University is committed to creating and maintaining a community in which students, faculty, administrative and academic staff can work together in an atmosphere free from all forms of harassment, exploitation or intimidation, including sexual. The University may take such action in accordance with its Prevention of Sexual and Other Unlawful Harassment Policy (PSOUH) as necessary to prevent, correct, or discipline behavior which violates this policy.

## **ARTICLE 5 – UNION SECURITY**

### Section 1

- A. All employees who are subject to the terms and conditions of this Agreement shall be required as a condition of continued employment to either maintain their membership in good standing during the term of this Agreement or pay a service fee equal to the monthly dues of the Union.
- B. All employees hired after the effective date of this Agreement shall no later than thirty-one (31) days following date of hire, either become a member of the Union or pay a service fee equal to the initiation fees, monthly dues and general assessments of the Union.
- C. This Agency Shop provision shall continue for the term of this Agreement.

### Section 2

The University, upon written notice and documentation from the Union that an employee has failed to either maintain membership or service fee payment as required by Section 1 above, shall terminate the employment of such employee within five (5) working days following request from the Union.

### Section 3

The University agrees to withhold from the employee's paycheck any initiation fees, monthly membership dues, general assessments, or service fees for which that employee is liable. Such withholdings shall be authorized by the employee. The University shall, at quarterly intervals, remit to the Union the monies withheld.

### Section 4

The Union indemnifies and holds the University harmless from any liabilities which may be incurred as the result of implementation of this Article. The Union shall indemnify and hold the University harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the University for the purpose of complying with any provisions of this Article or reliance on any list, notice, or assignment furnished under this Article.

### Section 5

Whenever new employees are hired for positions covered by the Agreement, the University will notify the Union in writing within five (5) working days of such employment and provide the date, place, and classification of the appointment and the name of the employee(s). Following written authorization by the employee, the University will provide the employee's mailing address to the Union.

## Section 6

Subject to the University's affirmative action requirements and the provisions of Article 16, Promotion, Demotion, and Transfer of this Agreement, the University will consider qualified applicants for vacant bargaining unit positions. In the event bargaining unit employees are neither qualified for the vacancy nor apply for the vacancy, the University will consider for employment those qualified applicants referred by the Union prior to other applicants. The University will provide persons referred by the Union equal consideration for employment.

## Section 7

### Union Rights

- A. Visits by Union Representatives. Duly authorized representatives of the Union shall be permitted to visit the University for purposes of observing conditions under which employees are working. The representative(s) shall notify either the Director of Employee and Labor Relations or the Assistant Vice President of Facilities Management before entering the University.
- B. Shop Stewards. The membership may elect or appoint one (1) Shop Steward and one (1) Assistant Steward. Stewards may be allowed a reasonable amount of work time, with prior approval, to investigate or process grievances or conduct other Union business. Upon request by the employee, an employee called into a disciplinary meeting or meeting which may result in discipline, shall be allowed the presence of a Shop Steward or other Union representative.
- C. Union Bulletin Board. The Union shall be allowed a bulletin board accessible to employees covered by this Agreement, where notices of meetings and other Union business may be posted.
- D. Labor-Management Committee. The University and the Union agree that mutual interests are advanced in a climate of respect, mutually and open communication. The parties agree to establish a Labor-Management Committee, which shall meet as needed in order to discuss mutual concerns, but not to reopen the Agreement nor bargain with respect to any particular subject. The attendees, frequency of meetings, agendas, and time periods shall be established by mutual agreement. Section 7, D, of this article is not subject to the grievance and arbitration procedures.



## **ARTICLE 6 – HOURS OF WORK AND OVERTIME**

### Section 1

The standard work week is a period consisting of seven (7) consecutive days, commencing Monday morning (12:01 AM) and ending midnight the following Sunday. Alternative work weeks may be scheduled by the University consistent with this Article.

### Section 2

The standard work schedule for full-time employees shall consist of eight (8) hours per day for five (5) consecutive days.

### Section 3

- A. The length of the work week for full-time employees shall be forty (40) hours within a consecutive five (5) day period.
- B. Less than full-time employees shall be assigned to a work week and a work schedule as determined by the University.

### Section 4

The University will provide when possible fifteen (15) working days advance written notice to an employee of any change or alteration in the employee's work day, work week, or work hours. If the fifteen (15) working days advance written notice is not possible, the University shall provide at least thirty-six (36) hours advance written notice to the employee of any such change or alteration, except in cases of unforeseen and verifiable emergencies, e.g., acts of God. A copy of this notice will be provided to the Union.

### Section 5

Nothing contained in this Article shall be construed as guaranteeing the number of hours of work.

### Section 6

#### Overtime

The rate of one and one half (1-1/2) times the regular rate of pay shall be paid in each of the following instances:

- A. For all work performed in excess of eight (8) hours in any work day;
- B. For all work performed in excess of forty (40) hours in any work week for which overtime has not previously been earned;
- C. For all work performed on a holiday as defined in Article 7 of this Agreement;
- D. The payment of overtime rates for any hour eliminates that hour for any other

overtime calculation.

- E. If an employee is required to work overtime consecutive with his/her day's work, such employee will be paid for not less than one (1) hour at the overtime rate or the time actually worked at the overtime rate, whichever is greater.

Section 7

- A. The University shall decide when overtime is needed and which employees will be assigned overtime subject to Section 7 C below. Overtime must be approved in advance by the University.
- B. The University shall notify the employee(s) that overtime is required as soon as practicable after the need for overtime is determined.
- C. The University will distribute overtime as equally as practicable among employees within their respective job classifications.

Section 8

Overtime is defined as time worked which exceeds the full-time employee's daily schedule of eight (8) hours on pay status or exceeds forty (40) hours on pay status in a work week. Pay status includes actual time worked and paid leave such as sick leave, vacation leave and holidays.

Overtime hours do not count toward accumulation of sick leave, vacation leave, holiday or retirement.

Section 9

Callback

When an employee is called back to work after completing a shift and leaving the premises, the employee shall be paid for the time actually worked upon return for a minimum of four (4) hours, whichever is greater. Callback time, whether worked or not, is considered time worked for purposes of calculating overtime hours.

Section 10

Rest Periods

Employees shall be granted a fifteen (15) minute rest period each work day at approximately mid-point of each four-hour work period. Rest periods may not be taken at the beginning or end of a work shift or accumulated for use at a later time.

Section 11

Meal Periods

Employees shall be granted a thirty (30) minute non-paid lunch period as determined by the University. The University will make every effort to schedule meal periods at approximately mid-point of the employee's work shift. Whenever an employee is

required to perform work during a meal period, the meal period shall be considered time worked.

## **ARTICLE 7 – HOLIDAYS**

### Section 1

The following ten (10) days are designated as paid holidays. However, the University guarantees no fewer than twelve (12) paid holidays per year.

- A. New Year's Day  
Martin Luther King Day  
Presidents' Day  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day following Thanksgiving  
Christmas Day

- B. In addition to the ten (10) holidays enumerated in (A), the University may designate by July 1 of each year, the two (2) additional holidays.

### Section 2

- A. When a holiday listed in Section 1(A) falls on a Sunday, the following Monday shall be observed as the holiday. When a holiday listed in Section 1(A) falls on a Saturday, the preceding Friday or the following Monday shall be observed as the holiday or the University may designate another day to be observed as the holiday.
- B. When a holiday falls on a nonscheduled workday, the first working day following the holiday will be observed as a holiday.
- C. When a day officially designated by the University as a holiday coincides with an employee's scheduled day off, the University shall provide the employee, at the employee's option, either 1) one day off within 2 weeks, or 2) one additional regular day's pay.

### Section 3

In order to receive holiday pay, an employee must, unless on vacation, work on his/her last regularly scheduled work day prior to the holiday and on his/her first regularly-scheduled work day following the holiday. In cases of employee absence due to illness, the University may require medical verification prior to the employee receiving holiday pay.

Section 4

Part-time employees as defined in Article 3, shall receive *pro rata* holiday pay provided the part-time employee was in pay status for at least one half (1/2) the full-time working hours in a month.

Section 5

For all work performed on a holiday, as defined in this Article, in addition hereto, the employee shall receive one and one half (1 1/2) times his/her regular rate of pay for all hours worked and, at the option of the University, another day off or an additional day's pay. Said day off is to be selected by the employee and subject to prior approval by the supervisor at least five (5) working days in advance, as well as subject to the operational needs of the University. Holidays may not be accrued.

**ARTICLE 8 – VACATIONS**

Section 1

Employees accrue vacation leave in accordance with the provisions of this Article. Employees shall accrue vacation leave each month based on the number of hours in pay status according to the following accrual rates:

Vacation Schedule A

Date of hire through the completion of five (5) consecutive years of service, bargaining unit employees will accrue vacation with pay at the rate of ten (10) working days per year.

Vacation Schedule B

At the beginning of the sixth (6th) consecutive year of service through the completion of ten (10) years of consecutive service, bargaining unit employees shall accrue vacation with pay at the rate of fifteen (15) working days per year.

Vacation Schedule C

At the beginning of the eleventh (11th) consecutive year of service through the completion of fourteen (14) years of consecutive service, bargaining unit employees shall accrue vacation with pay at the rate of twenty (20) working days per year.

Vacation Schedule D

At the beginning of the fifteenth (15th) consecutive year of service and consecutive years thereafter, bargaining unit employees shall accrue vacation with pay at the rate of twenty two (22) working days per year.

Vacation Schedule E

At the beginning of the twentieth (20th) consecutive year of service and consecutive years thereafter, bargaining unit employees shall accrue vacation with pay at the rate of twenty three (23) working days per year.

## Section 2

For purposes of vacation leave accrual, continuous employment begins on the employee's initial date of hire into a position eligible to accrue vacation leave. Accrued vacation leave shall be credited to each employee on a semi-monthly basis.

## Section 3

An employee must be in pay status for at least one half ( $\frac{1}{2}$ ) the working hours of a month to accrue vacation leave for that month. Vacation leave does not accrue during any time the employee is receiving long-term disability payments (or during any leave of absence without pay, or for vacation, either paid for or taken during the last day of employment with the University).

## Section 4

A full-time employee may accrue vacation leave to a maximum of one and a half (1.5) times the employee's annual accrual rate. A part-time employee may accrue vacation credit to a maximum of two (2) times the part-time employee's *pro rata* annual vacation rate. Employees who reach a maximum accrual amount may not accrue additional vacation leave until their vacation balance falls below the maximum accrual amount. The University shall notify each employee who is about to reach the maximum accrual within a reasonable period of time prior to the employee's reaching the maximum accrual rate.

## Section 5

When a designated holiday falls during an employee's vacation, the employee shall receive an extra day of vacation.

## Section 6

Part-time employees shall earn *pro rata* vacation credit in accordance with the accrual rates listed in Section 1, provided the part-time employee was on pay status for at least one half ( $\frac{1}{2}$ ) the full-time working hours in that month excluding overtime.

## Section 7

Vacations must be scheduled subject to the operational needs of the University. In order to receive consideration for preferred vacation, the employee must submit his/her vacation request in writing to his/her supervisor not less than five (5) working days prior to the start of the requested vacation leave. Scheduling of vacation leave is subject to prior supervisory approval. Conflicts in vacation scheduling will be resolved on the basis of bargaining unit seniority. The University will meet with the membership, upon request after spring commencement, to discuss future vacation requests. The University will try to accommodate vacation requests subject to operational needs. However, the University's decision(s) in regard to vacation approvals shall be final and are not subject to Article 13, Section 7 (Arbitration).

Section 8

Pay for vacation shall be at the employee's straight-time rate. An employee who separates from employment or who is separated from employment shall be paid at the rate in effect at the time for any earned and unused vacation through the employee's last day of work.

**ARTICLE 9 – LEAVES OF ABSENCE**

Section 1

Except for sick leave and funeral leave, employees shall be employed for one (1) year to be eligible for leaves of absence. Any employee who requests and is granted a leave of absence of more than thirty (30) days will not lose seniority (i.e., will retain seniority already earned but will not accrue additional seniority during the leave). Employees must notify Human Resources of their desire to return to employment within the last five (5) days preceding the expiration of authorized leave. No employee will be allowed a leave of absence so long as the employee has accrued and not used vacation. Employees will not earn fringe benefits during leaves of absence. Employees with five (5) years of service shall be eligible for unpaid Leaves of Absence for up to six (6) months without loss of seniority, subject to the provisions of this Section and the written approval of the University.

Section 2

Bereavement Leave

Non-probationary full-time or part-time employees (twenty (20) hours per week or more) shall be granted three (3) working days off with pay in the event of the death of an immediate family member. However, employees travelling outside of the nine (9) Bay Area Counties (Sonoma, Marin, Contra Costa, Solano, Alameda, San Francisco, San Mateo, Santa Clara, and Monterey) to attend a funeral may be granted an additional two (2) working days off with pay. The immediate family shall include the following: spouse, registered domestic partner, child sibling, parents, parents-in-law, stepfather, stepmother, legal guardians, grandparents, stepchildren, foster children living in the home, daughter-in-law, son-in-law, grandchildren or any other relative living in the family household. Additional unpaid leave of absence may be requested if necessary and approved by the Vice President. It is the intention of this provision that persons that take such leave shall actually be attending the funeral of the member of the immediate family and/or attending to pre- or post-burial matters.

Section 3

Personal Leave

An employee who has completed one (1) year of employment may be granted five (5) days per year personal leave without pay and without loss of any seniority with the approval of his/her immediate supervisor. The employee must, except in the case of emergency, request such leave seventy-two (72) hours (3 working days) in advance.

#### Section 4

##### Family Leave

The University will provide unpaid family care leave to qualified employees as provided by law.

Qualified employees must have completed 12 months of continuous service and be eligible for University benefits. An employee is eligible for family care leave for each of the following circumstances:

- A. Birth of the employee's child;
- B. Adoption or placement of a child with the employee;
- C. "Serious illness" of the employee's child; and
- D. "Serious health condition" of the employee's spouse or parent.

As required by law, leaves for serious health conditions/illness of the employee's spouse, parent or child must require sustained medical attention in which the employee's participation in treatment or supervision is warranted and involves either in-patient care in a hospital, hospice or residential health care facility, or continuing treatment or supervision by a health care provider.

Employees are entitled to a total of twelve (12) weeks of family care leave in a twelve (12) month period, which may be taken in interval periods. The University may require or an employee may request that accrued vacation be used as part of the twelve (12) weeks available under this policy.

Family care leave is unpaid, and employees will be entitled to the same health benefits as if they were at work. Employees who request family care leave will be entitled to the same or comparable job upon return to work to the extent required by law. Family care leave will not constitute a break in service for purposes of longevity, seniority or participation in any employee benefit plan.

The University may require an employee to schedule family care leave so as to minimize disruption of the University operations. The University may also require that a request for family care leave be supported by a certificate from a health care provider. Finally, the University may deny family care leave, if necessary, to prevent an undue hardship on the University's operations.

#### Section 5

- A. An employee who has exhausted his/her paid leave due to illness, injury, disability, or handicap may request in writing an extended unpaid leave of absence.
- B. The University retains the right to make accommodation decisions necessary to comply with federal law, including the Americans With Disabilities Act (ADA).

## Section 6

### Extended Leave

- A. An employee who has exhausted his/her paid sick leave due to illness or injury shall upon written certification of illness or injury from a medical doctor be granted a leave of absence for a period of up to four (4) months from the date of expiration of paid sick leave with loss of seniority. However, in the event the employee exhausts his/her paid sick leave due to a work-incurred illness or injury, the employee shall, upon certification from a medical doctor, be granted a leave of absence for a period of up to twelve (12) months from the date of expiration of paid sick leave without the loss of seniority.
  
- B. If the extended leave is for two (2) months or less, the employee shall be granted his/her previous position upon certification by a medical doctor of ability to return to work. If the extended leave is for a period of longer than two (2) months, the employee shall be offered the first available position of comparable status to the one held at the time of illness or injury and upon certification by a medical doctor of ability to return to work.

## Section 7

### Military Service

The parties shall adhere to federal and state laws governing military service.

## Section 8

### Eliminated Positions

During the life of this Agreement, should the employee's position be eliminated during a leave of absence, the University shall offer the employee the first available position of comparable status at the expiration of the authorized leave.

## Section 9

### Comparable Status

As used in this Agreement, comparable status with regard to available or vacant union positions will be determined by criteria including, but not be limited to, the following: skills, abilities, qualifications, knowledge, and competence.

## Section 10

### Request for Leave of Absence

- A. Requests for leaves of absence, except in cases of sick leave, will be completed in the following manner: the employee shall submit his/her request in writing to his/her immediate supervisor. Such request shall include the reason(s) for the leave, the requested beginning date of the leave and the date of return from the leave.
  
- B. Response to Request. Following receipt of such leave request, the employee's



immediate supervisor shall respond in writing within a reasonable period of time indicating approval, denial, or modification of the employee's original leave of absence request.

#### Section 11

##### Leaves of Absence for Union Business

A non-probationary employee may upon request to the University, receive a leave of absence without pay for a period of up to thirty (30) days each calendar year to attend union functions. Only one employee may be on such leave at any one time. The University reserves the right to deny such request based on operational needs as defined by the University. The Union agrees to make such request of leaves one week in advance. The University's decision in regard to denial of such leaves shall be final and are not subject to Article 13, Section 7 (Arbitration).

### **ARTICLE 10 – SICK LEAVE**

#### Section 1

An employee shall accumulate paid sick leave beginning with the first month of employment and earn on the basis of one (1) day each month worked, accumulated to a maximum of thirty-six (36) days.

#### Section 2

Sick leave shall be paid commencing with the first day of illness and/or disability. Paid sick leave shall be integrated with voluntary disability or worker's compensation, and only the amount of salary paid by the University shall be charged against the employee's accumulated sick leave. In no event shall an employee receive an amount lesser than his/her applicable wage rate.

#### Section 3

Prior to receiving an excused absence from work and sick leave pay, the University may require the employee to submit satisfactory documentation of personal or family illness, disability or death prior to receiving an excused absence from work and sick leave pay. When medical documentation is required by the University, it shall be from a health practitioner licensed by the state in which he/she practices to diagnose certified illness or disability or from an authorized representative from a state licensed treatment program.

#### Section 4

The University may have an employee claiming disability examined by a physician or physicians of its choosing. The University shall pay the reasonable costs of any such medical examination and, when practical, shall send the employee to a physician of its choosing on the employee's work time.

#### Section 5

Part-time employees as defined in Article 3 shall accumulate *pro rata* sick leave pay

provided the part-time employee is in pay status for at least one half (1/2) of a full-time employee's working hours in the month.

Section 6

An employee's repeated use of sick time may result in loss of sick leave pay if in accordance with this Agreement the University determines that such use is abusive and notifies the employee of its determination in writing.

Section 7

If, while on vacation, an employee becomes ill and is under the care of a physician and submits a physician's statement, the employee may use accumulated sick leave for that illness instead of vacation time. Sick leave may not be used for illness of a family member during the employee's vacation.

Section 8

- A. An employee, who on December 31, 1988, and on each December 31 thereafter has a sick leave balance of thirty-six (36) days or two hundred eighty-eight (288) hours, shall be paid for the value of one half (1/2) of the unused sick leave that would have been accumulated during the preceding twelve months in excess of thirty-six (36) days or two hundred eighty-eight (288) hours except for the thirty-six (36) days/two hundred eighty-eight (288) hours maximum accumulation provided above.
- B. Said payment, which shall be on or before the payroll check for the first payroll period after February 1, 1989 and the payroll check for the first payroll period following February 1 of each year thereafter, shall be based upon the straight-time hourly rate of pay in effect on December 31, 1988 and each December 31 thereafter.

**ARTICLE 11 – SENIORITY**

Section 1

Seniority means length of service in pay status in either equivalent hours or months. All time spent in non-pay status shall apply toward seniority.

Section 2

Probationary Period

- A. Employees shall complete a probationary period of one hundred and eighty (180) calendar days at one half (1/2) time or more without a break in service. Time on leave of absence with or without pay constitutes a break in service for calculating the completion of the probationary period. Probationary employees returning after a break in service must commence a new probationary period. The University retains the right to extend an employee's probationary period for a period of time not to exceed thirty (30) additional calendar days. The University

shall notify the employee in writing at least seven (7) calendar days prior to the effective date of any extension of the probationary period and specify the length of such extension.

- B. Probationary period employees may not be promoted during their probationary period.
- C. The University may release a probationary employee without cause at any time and for any reason. Such release is at the sole discretion of the University and is not subject to Article 13, Grievance Procedure.
- D. Prior to the completion of the probationary period, the employee's supervisor shall complete a Probationary Performance Review Evaluation Form evaluating the employee's job performance during this period. The supervisor shall review the evaluation with the employee. Both the supervisor and the employee shall sign and date the form. A copy of the form shall be given to the employee.
- E. The University will ordinarily complete a Probationary Performance Review Evaluation Form prior to completion of the probation and prior to extending probation. The University shall notify the Union if it is unable to complete such evaluation in a timely manner.
- F. The seniority for a probationary employee who successfully completes the probationary period shall commence on the employee's initial date of hire to full-time or part-time position.
- G. Non-probationary full-time and part-time employees shall be evaluated at least once annually on a schedule and in a manner determined by the University. At the time of the evaluation, the supervisor shall meet with the employee to review the employee's job performance. The supervisor shall complete a performance review evaluation form. At the time of the evaluation, the employee shall be given a copy of the evaluation form. Both the supervisor and the employee shall sign and date the form. The employee shall have the opportunity to provide written comments concerning his/her evaluation. These comments, if any, shall be attached to the employee's evaluation and placed in the employee's personnel file.
- G. In the event the employee does not receive his/her written performance evaluation, the employee may within ten (10) days of the date the evaluation was due make a written request to his/her immediate supervisor. A copy of such request shall be submitted to the Director of Employee and Labor Relations and the Chief Steward. Following receipt of the employee's timely written request, the immediate supervisor shall, within five (5) working days, complete a performance evaluation with the employee in accordance with Section 2G above.

### Section 3

#### Termination of Seniority

An employee shall lose all seniority rights under the following conditions:

- A. voluntary resignation;
- B. discharge for just cause as set forth in Article 14;
- C. failure to return from a leave of absence as set forth in Article 9;
- D. failure to return from layoff as provided in Article 12;
- E. a layoff which exceeds twelve (12) consecutive months;
- F. an illness or disability which extends for a period of more than four (4) months from expiration of paid sick leave;
- G. a work-related illness or injury which extends for a period of more than twelve (12) months following expiration of paid sick leave;
- H. absence from work for more than three (3) consecutive working days without the employee's having contacted his/her supervisor, supervisor's designated representative, or the Human Resources Office. Notification by or through another individual shall be acceptable only in extraordinary circumstances. Should a question arise as to the employee's ability to contact any of those specified above within three (3) days, such matter shall be subject to the grievance procedure as outlined in Article 13;
- I. acceptance of other employment outside the University while on authorized leave.

## **ARTICLE 12 – LAYOFF AND RECALL**

### Section 1

In the event the University determines that a reduction of the number of employees of the bargaining unit is necessary, staffing will be reduced in accordance with this Article.

### Section 2

Employees selected for layoff within the employee's classification, will be in inverse order of seniority providing the residual employees possess the skills, knowledge, abilities, and qualifications to perform the work of the remaining positions. Employees shall displace an employee in the same classification on the basis of seniority and provided the employee is qualified to perform the available work.

### Section 3

Employees who have been displaced due to a layoff will retain recall rights to their original classification provided they possess the qualifications to perform the work. Employees who return to their original classification will be entitled to their salary at the time of layoff.

### Section 4

In the event of a layoff, the University will notify the affected employee(s) and the Union in case(s) of a layoff, except when said layoff is caused by a labor dispute or an act of God.

### Section 5

The University may, in the case of a temporary shut-down of the department or parts thereof or in the case of an emergency condition, institute temporary layoff(s) of thirty (30) work days duration. The University will notify the Union of such layoffs and recalls to work and, when possible, in advance of such layoffs and recalls except when such layoff(s) is caused by labor dispute or an act of God.

### Section 6

#### Recall

- A. An employee who has been placed on layoff status shall be maintained on a Recall Eligibility List for a twelve (12) month period starting on the effective date of layoff and will be eligible for recall to vacant positions within the twelve (12) month recall period. The University shall recall to a vacant position the last employee placed on layoff status provided the employee possesses the qualifications and abilities to perform the work for which he/she is recalled. Employees who are recalled to their former classifications and their former grade levels shall receive their former rate of pay in addition to any wage increases to their classifications during the period they were on the Recall Eligibility List.
- B. Employees recalled from layoff status who fail to satisfactorily perform will be subject to Article 14, Discipline and Discharge.

### Section 7

Notice of re-employment from the Recall Eligibility List shall be made by certified mail to the last known address of the employee. A copy shall be forwarded to the Union. If such notice is undeliverable, the University's obligation is fulfilled. The recalled employee must notify the University within three (3) working days of receipt of notice of his/her intention of returning to work. The University shall determine the date the employee will return to work.

### Section 8

- A. In the event the University contracts out some, any, or all of the services customarily and normally performed by bargaining unit employees, the University

will notify the Union within a reasonable period of time prior to such contracting out.

- B. The University will make every effort to insure that former bargaining unit employees are retained by the contracting employer.
- C. The University agrees that the contracting employer will conform to all economic provisions of this Agreement.

## **ARTICLE 13 – GRIEVANCE PROCEDURE**

### Section 1

Grievance means a written complaint regarding the interpretation, application, or alleged violation of a specific provision(s) of this Agreement. Grievant means an employee who makes such a complaint.

### Section 2

A grievance shall be considered withdrawn by the employee and/or Union unless such grievance is presented in writing to the University within the specified time limits as set forth in this Article.

### Section 3

Grievance(s) which cannot be resolved through informal means between the employee and his/her immediate supervisor may be presented to the University in the following manner.

### Section 4

#### Step One

The grievant, with or without the assistance of his/her Union representative, shall file the grievance with his/her employee's immediate supervisor within twenty (20) working days from the date the employee knew or should have known of the alleged violation(s) of this Agreement. The grievance must contain a clear and concise statement of the basis for the grievance by indicating the issue(s) and include the remedy requested, the date the incident(s) or violation(s) took place, the specific section(s) of the Agreement involved, and the name of the grievance representative, if any. The grievance form must be signed and dated by the grievant and/or his/her Union representative, if any. The employee and his/her Union representative shall meet with the Assistant Vice President for Facilities Management and the employee's immediate supervisor and attempt to resolve the grievance. Such meeting shall take place within five (5) working days following receipt of the grievance by the Assistant Vice President for Facilities Management. A copy of the grievance shall also be filed with the Director of Employee and Labor Relations. The Assistant Vice President for Facilities Management shall issue a written answer to the grievance within five (5) working days of the date the resolution meeting took place. One copy of the answer shall be sent to the employee's Union representative and one copy filed with the Director of Employee

and Labor Relations. In the event the grievance is not satisfactorily resolved at Step 1, the employee or his/her Union representative may appeal the grievance to Step 2. The appeal shall be submitted in writing by the employee or his/her Union representative, if any, to the Director of Employee and Labor Relations. The written appeal must be received by the Director of Employee and Labor Relations within five (5) working days from the date on which the Step 1 answer was given or due.

### Section 5

#### Step Two: Board of Adjustment

Should a grievance not be settled at Step One, it may be appealed by the union to Step Two (Board of Adjustment). The Board of Adjustment shall consist of four individuals, two appointed by the union and two appointed by the University. The following stipulations shall apply to the parties in regard to the Board of Adjustment.

1. A grievance must be appealed within ten (10) days of receipt of the Step One answer.
2. Only a properly filed grievance may be considered by the Board of Adjustment.
3. Grievances not properly filed or appealed pursuant to this article shall be considered null and void.
4. The Board of Adjustment shall complete all work on grievances appealed to the Board of Adjustment within thirty (30) days of such appeal.
5. The Board of Adjustment shall consider each grievance separately and shall consider the remedy set forth in the grievance.
6. The Board of Adjustment shall not have authority to usurp the management rights provision of this agreement or award remedies beyond those listed in the grievance. The Board of Adjustment may not usurp the authority of the University. The Board of Adjustment may not amend contract language or University policy.
7. The decision of the Board of Adjustment shall be final and binding upon the parties if; a) the Board of Adjustment does not violate its authority pursuant to (5) above and, b) a majority of the Board of Adjustment agree with the written decision of the Board of Adjustment. A vote of the four individuals who serve on the board shall be required for a final decision. The vote shall be summarized in writing.
8. The Board of Adjustment may conduct an investigation which shall be confidential. However, all members of the Board of Adjustment must be in agreement that an investigation be made. Deliberations of the Board of Adjustment shall be confidential.
9. Should the Board of Adjustment not reach a final decision within thirty (30) days (and the grievance timeliness not be formally extended), the grievance shall be considered null and void unless appealed by the union, within twenty (20) days, to arbitration as set forth in this agreement.

## Section 6

Prior to moving the grievance to arbitration, either party may request to proceed to Federal Mediation and Conciliation Services (FMCS). FMCS can be utilized to effectuate a resolution of the dispute prior to arbitration request.

## Section 7

### Step Three – Arbitration

- A. An appeal to arbitration must be received in writing by the Director of Employee and Labor Relations within twenty (20) working days of the decision of the Board of Adjustment in Step 2.
- B. Appeals to arbitration not received by the Director of Employee and Labor Relations within the prescribed twenty- (20) working day period shall be considered untimely and shall not be subsequently re-appealed.
- D. The arbitration procedure shall be conducted in accordance with the voluntary labor arbitration rules of the American Arbitration Association subject to the provisions set forth in this Article.
- E. The responsibility of the arbitrator shall be to issue a decision on the specific grievance.
- F. The arbitrator shall have no authority to add to, subtract from, modify, change, alter, or ignore in any way the provisions of this Agreement or any expressly written amendment or supplement thereto, or to extend its duration. The award and/or decision of the arbitrator shall be final and binding on the University, the Union, and the employee(s). The arbitrator shall arrive at his/her award and/or decision solely upon the determination of the facts and contentions as presented by the parties and his/her interpretation of the Agreement.
- G. Pending the raising, processing, and settlement of the grievance and the award of the arbitrator and during the term of this Agreement, the parties shall agree to abide by all provisions of Article 17 No Strikes/No Lock-Out of the Agreement.
- H. Grievances where a question of arbitrability exists shall first be determined by the arbitrator prior to the arbitration hearing concerning the subject matter of the grievance.
- I. The arbitrator's award shall be based solely on the evidence, facts, arguments presented by the parties during the arbitration, and upon any post-hearing brief. Either or both parties may choose to file post-hearing briefs with the arbitrator.
- J. Each party shall bear the cost of preparing and presenting its own case. The costs for the services of the arbitrator and the expense of the hearing will be borne



equally by the parties.

- K. Upon mutual agreement in writing between the University and the Union, the arbitration may proceed under the expedited rules of the American Arbitration Association (AAA).
- L. The time limits related to the arbitration procedure may be extended by mutual written agreement of the parties in advance of the expiration of said time limits.
- M. The University and the Union agree to select the arbitrator from a list of arbitrators provided by the AAA. Such selections shall be pursuant to the selection guidelines of the AAA.

### Section 8

#### General Provisions

- A. In the event the grievant fails to comply with the time limits as provided by this Article, the grievance shall be untimely and may not be refiled.
- B. If at any Step the University's representative fails to issue a written answer with the time limits set forth, the grievance may be appealed to the next Step. The time limits set forth in this Article may be extended by a mutual written agreement of the parties.
- C. If additional information is necessary to process a grievance, the grievant or representative upon written request to the Director of Employee and Labor Relations, may have access to information relevant to the grievance, excluding confidential or personal information as defined by law. The Director of Employee and Labor Relations will provide such information to the requesting party within a reasonable time following receipt of the written request.
- D. A grievance settled prior to arbitration shall be binding only as to that particular grievance and shall not be precedent setting.
- E. The University and the Union may mutually agree to consolidate grievances with similar issues.
- F. Union or group grievances are those grievances which involve more than one employee and have similar circumstances and facts. Union or group grievances shall be designated as such on the grievance at Step 1, and the grievance form must indicate all the employees involved. Modifications to the grievance after the Step 1 filing date may be made upon mutual written agreement by the parties. Only the Union may file bargaining unit or group grievances.
- G. No retaliation is permitted against an employee who files and processes a grievance.

## **ARTICLE 14 – DISCIPLINE AND DISCHARGE**

### Section 1

The University may not discipline or discharge any employee who has completed his/her probationary period except for just cause.

### Section 2

- A. Letters of disciplinary action must explain the disciplinary action, the reason(s) for the disciplinary action, the effective date(s) of the disciplinary action, and the University's future expectations of the employee.
- B. Letters of discharge must explain the reason(s) for the discharge action and the effective date of the discharge.
- C. At the request of the employee and/or the employee's Union representative, if any, the University shall review with the employee and the employee's Union representative, if any, letters of warning, letters of disciplinary action and/or discharge action.

### Section 3

Letters of warning, disciplinary and/or discharge action must be given to the employee and the employee's Union representative and the Union within five (5) working days following the disciplinary and/or discharge action. A copy shall also be forwarded to the Chief Steward.

### Section 4

The University will place copies of letters of warning, disciplinary and/or discharge action in the employee's personnel file, as well as the employee's written comments, if any, regarding such letters. The University shall remove letters of warning and/or disciplinary action from the employee's personnel file(s) upon written request by the employee to the Associate Vice President for Human Resources with a copy to the Director of Employee and Labor Relations and Chief Steward, provided there have been no other warnings or disciplinary actions of the same or similar kind for a two- (2) year period following the date of such letter. Materials which would be removed which are more than two (2) years old will not be used or relied upon to initiate or support disciplinary action.

## **ARTICLE 15 – SAVINGS**

### Section 1

If a court or an arbitrator of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them will not be affected.

## **ARTICLE 16 – PROMOTION, DEMOTION, AND TRANSFER**

### Section 1

#### A. Promotion

A promotion is the change of an employee from a position in a lower classification to a position in a higher classification.

#### B. Transfer

A transfer is the change of an employee from one position to another position within the same classification.

### Section 2

#### Job Posting

When a job opening occurs, the position shall be posted by the University on the Human Resources bulletin board for a minimum of five (5) working days. Human Resources will send the Union Business Office a copy of the vacancy announcement at the time of posting. Posting will also be sent to the Chief Steward, designated by the Union. The University may initiate its search for candidates upon posting, but the hiring supervisor shall not interview applicants from other sources until five (5) working days from the date of posting. All notices shall include the job title, classification, salary, qualifications, and a general description of the job duties. The University shall notify all employees who applied for such vacancy of the University's hiring decision in writing.

### Section 3

#### Criteria for Promotion

A promotion shall be determined by the University and shall include but not be limited to the following criteria as the basis: the employee's work performance, skills, abilities, and qualifications for the new position, and seniority.

### Section 4

#### Non-Disciplinary Demotion

The University may demote an employee due to the employee's inability to perform the work assigned. Such demotion shall be for non-disciplinary reasons and may be subject to Article 13, Grievance Procedure.

### Section 5

#### Transfer

An employee seeking a transfer from one position to another within the same classification shall apply for any such job opening as set forth in Section 2 above and such application shall be subject to the provisions of Section 3 above.

## **ARTICLE 17 – JURY DUTY**

### Section 1

Jury Duty includes actual jury duty service and all hours spent in preliminary examination and interviews required prior to such service.

### Section 2

Jury duty pay is for regular full-time employees, including those in their probationary period.

### Section 3

An employee will receive his/her regular rate of pay for the first ten workdays while on jury duty each time the employee is called for jury service. When asked by the court as to how many days the University will pay for jury duty, employees should state that the University policy allows payment for 10 workdays only. If an employee is empaneled on a jury for a trial which may exceed the maximum number of days allowed under the collective bargaining agreement for paid jury duty leave (10 days), the employee may make a written request to his/her dean or vice president for additional paid leave. All reasonable requests will be considered, based on operational needs.

### Section 4

Jury duty pay (less mileage) provided by the courts must be remitted to the Payroll Office by the employee as an offset against regular earnings for the days of paid jury service. A copy of the summons must be attached to the check received from the court. Contact the Assistant Director of Human Resources for Payroll Services for further information. Additionally, time in jury service should be noted on timesheets/leave reports.

### Section 5

On any day when an employee on jury duty status is not required to report to the court, the employee is required to report to his/her regular work.

## **ARTICLE 18 – NO STRIKE/NO LOCKOUT**

### Section 1

The University shall not lock out any of the employees covered by this Agreement during its term.

### Section 2

During the term of this Agreement, neither the Union employees nor the Union nor any of its officers, agents, or members may strike, sympathy strike, or engage in any other form of concerted activity.

### Section 3

The University may discipline or discharge any employee who violates this Article.

### Section 4

The Union retains the right to protest and appeal any action constituting discipline and/or discharge administered to any employee or employees by the University under

this Article through Article 13, Grievance procedure.

Section 5

The observance of a picket line of another labor organization and sanctioned by the San Francisco Labor Council by an individual member of the Union will not constitute breach of this Article.

**ARTICLE 19 – UNIVERSITY BENEFITS**

Section 1

Health and Dental Insurance

- A. Employees shall be eligible for health and welfare benefits in the following manner:
  - 1. If hired on the 1st - 15th, coverage is effective on the first of the month following the date of hire.
  - 2. If hired on the 16th - month-end, coverage is effective the first of the month following thirty (30) days of employment.
  
- B. The following health care plan contribution schedule for the Blue Cross and Kaiser Health Plans applies to eligible employees covered by this Agreement. In addition, effective January 1, 2012, each employee's premium share will increase or decrease proportionately based upon vendor increases or decreases, if any, up to a maximum increase of 19% for Kaiser and 19% for Blue Cross..

Effective January 1, 2012 through December 31, 2012:

<b><u>Blue Cross (One Party)</u></b>	<b><u>Employee Contribution</u></b>
<\$55,000	\$34.00
\$55,000-\$82,500	\$42.00
\$82,501-\$110,000	\$50.00

<b><u>Blue Cross (Two Party)</u></b>	<b><u>Employee Contribution</u></b>
<\$55,000	\$124.00
\$55,000-\$82,500	\$160.00
\$82,501-\$110,000	\$195.00

<b><u>Blue Cross (Family)</u></b>	<b><u>Employee Contribution</u></b>
<\$55,000	\$203.00
\$55,000-\$82,500	\$253.00
\$82,501-\$110,000	\$304.00

<b><u>Kaiser (One Party)</u></b>	<b><u>Employee Contribution</u></b>
<\$55,000	\$31.00
\$55,000-\$82,500	\$36.00
\$82,501-\$110,000	\$41.00

<b><u>Kaiser (Two Party)</u></b>	<b><u>Employee Contribution</u></b>
<\$55,000	\$123.00
\$55,000-\$82,500	\$133.00
\$82,501-\$110,000	\$154.00

<b><u>Kaiser (Three Party)</u></b>	<b><u>Employee Contribution</u></b>
<\$55,000	\$145.00
\$55,000-\$82,500	\$174.00
\$82,501-\$110,000	\$218.00

C. Spousal/LDA Surcharge

Effective January 2012	\$75 surcharge
Effective January 2013	\$75 surcharge
	\$75 waiver
Effective January 2014	\$75 surcharge if the University reaches a breakeven point of 85 employees. Failure to reach 85 employees will result in the waiver reverting to \$40.

D. A \$40.00 per month in taxable income can be received by employees who opt out of insurance coverage if they provide proof of other insurance coverage.

E. Any changes in the premium cost of dental insurance will be applied as if the rates were single and multi-party rates and not composite rates.

F. Vision Plan Rates

Monthly employee contributions:

1 party	\$4.90
2 party	\$7.04
3 + party	\$12.61

H. Childcare Subsidy (effective January 1, 2009)

Effective January 1, 2009, the University will provide childcare subsidies to members with Pre-Kindergarten and Kindergarten children. Childcare subsidy will increase 10% in Year 1 (2009) and 5% in Year 2 (2010). The fund shall pay all qualified applicants in accordance with the following schedule:

Monthly Subsidy Amount (per employee)	
<u>Staff Annual Salary</u>	<u>Monthly Subsidy</u>
\$85,015 or less	\$405
\$85,016 to \$105,228	\$365
\$105,229 to \$135,296	\$324

Section 2

Faculty/Staff Assistance Program

The University will provide an optional assistance program for counseling and treatment of substance abuse and emotional problems to eligible employees and their dependents on a confidential basis.

Section 3

Adoption Benefit

The University will provide \$2000 reimbursement for adoption fee, per family per adopted child.

Section 4

Commuter Subsidy (Clipper Card)

The University shall contribute \$65 per month to Clipper Card effective January 1, 2012. Employees are required to contribute \$5 per month.

**ARTICLE 20 – RETIREMENT PLAN**

Section 1

- A. The University will make a 10% contribution to the TIAA-CREF basic retirement plan based on each employee’s gross monthly straight-time wages.
- B. Effective January 1, 2012, employees will be auto-enrolled at 3% into a 403b plan.
- C. The basic retirement plan will be a non-contributory plan. (Employees may contribute to voluntary tax-deferred annuities through TIAA-CREF, VALIC and Fidelity Supplemental Retirement Annuities SRA.)
- D. There will be a three-year cliff vesting for employees, who have not previously been vested in the TIAA-CREF retirement plan. Employees with less than three years of University service will become fully vested following the completion of three years of service. All employees with over three years of University service will be automatically vested in the TIAA-CREF retirement plan. Employee contributions made to SRAs are immediately vested.

## **ARTICLE 21 – WAGES**

### Section 1

Effective June 1, 2011 through September 30, 2014, the hourly rate of pay for employees covered by the Agreement shall be paid pursuant to Wage Schedule A.

### Section 2

#### Criteria for Step Movement

- A. Bargaining unit employees hired between June 1, 2011 and June 1, 2013 will be paid at the “In Hire Rate” as listed in Wage Schedule A.
- B. Bargaining unit employees who successfully complete the probationary period will receive a one (1) step increase from the hire rate to the after probation (Regular) rate as listed in Wage Schedule A.
- C. In addition to consideration for merit pay, bargaining unit employees whose salary exceeds the regular rate will receive the same negotiated wage increase, if any, that is received by other bargaining unit employees.

### Section 3

- A. The University may grant merit increases to eligible employees beyond the maximum hourly wage rate listed in Wage Schedule A, provided the employee’s performance, skill, ability, productivity and competence warrants a merit increase.
- B. The University will determine the amount, criteria and manner in which merit increases are granted or not granted. Employees will be eligible for merit increase consideration on an annual basis. The Director of Employee and Labor Relations will approve the amount of the merit increase.
- C. This section is not subject to Article 13, Grievance Procedure or any arbitration.

### Section 4

#### Merit Consideration

- A. Following one year of satisfactory or better service at the after-probation rate, bargaining unit employees will be considered for merit increases. The University retains the right to accelerate the employee’s merit consideration time period.
- B. Merit increases beyond the regular rate will be considered on June 1 of each year providing the employee’s most recent performance appraisal is above satisfactory and the employee has not been subject to disciplinary action within the preceding twelve (12) months. Pursuant to Section 3 of this Article, the University retains the right to determine merit increases for eligible bargaining unit employees.
- C. This Section is not subject to Article 13, Grievance Procedure, nor any arbitration.



## **ARTICLE 22 TUITION REMISSION**

### Section 1

Tuition Remission is a waiver for tuition available to employees and their eligible family members who qualify and are admitted for enrollment at USF. The benefits apply to tuition charges only; all non-tuition expenses are the responsibility of the student. Employees, Spouse/Registered Domestic Partner (RDP) and dependent children are eligible for 100% tuition remission subject to the eligibility requirements outlined below.

Programs that have been categorized as impacted by the University are not eligible for tuition remission. Additionally, the Provost can request a Dean to limit the number of tuition remission students enrolled in a specific program. Online programs are not eligible for tuition remission.

### Section 2

#### **Eligibility**

##### A. Employee

Effective January 1, 2012, members who have completed one year of full-time service may enroll in undergraduate or graduate programs. Members must secure written permission from their supervisor and/or Vice President before enrolling in a graduate program.

Members enrolled in a degree program as of Fall 2011 will be grandfathered.

##### B. Spouse/Registered Domestic Partner

Spouses/Registered Domestic Partners (RDP) are eligible for 100% tuition remission after the employee has completed one year of full-time service. The spouse/RDP may enroll in either an undergraduate or graduate degree program but may receive tuition remission for a maximum of one degree.

An eligible spouse/RDP/Legally Domiciled Adult (LDA) enrolled in a program as of Fall 2011 will be grandfathered.

##### C. Dependent Child

Dependent children of an employee, as defined by the IRS, are eligible to receive tuition remission for undergraduate and/or graduate programs on employee's date of hire. The undergraduate degree must be completed within five years from the start of the program. Graduate programs must be completed in regular program time.

An eligible dependent child enrolled in a program as of Fall 2011 will be grandfathered.

### Section 3

#### **Satisfactory completion**

Employees, spouses and children must maintain the same academic standards required of other students to remain eligible for tuition remission.

Employees and their dependents receiving tuition remission are considered students for all issues related to admissions, registration, add/drop refund policy, fee assessment, financial holds, program minimum requirements, and related matters. Spouses/RDP or dependent children must be enrolled as degree-seeking students.

### Section 4

#### **Taxable Benefit**

Graduate level tuition remission may be considered taxable income to the employee and is taxable for courses taken by the spouse/RDP/LDA or dependent children.

Undergraduate level tuition remission taken by a LDA/RDP may also be taxable. For taxation, the tuition will be added to gross pay, as taxable income, in the semester that tuition is received. More information regarding the taxation process can be obtained at [http://www.usfca.edu/HR/Benefits/Tuition\\_Remission/](http://www.usfca.edu/HR/Benefits/Tuition_Remission/)

### Section 5

Employees are expected to enroll for classes which do not conflict with the employee's normal work schedule. If the employee's immediate supervisor believes that the number of classes is interfering with the employee's work performance, the immediate supervisor will discuss the problem with the employee. In order to resolve the problem and if operationally feasible, the immediate supervisor may require the employee to make-up on a straight-time basis any of his/her work time spent attending class. If the problem cannot be resolved, the immediate supervisor may require the employee to either curtail or terminate his/her class schedule.

### Section 6

- A. Application for educational leave must be made in writing to the Vice President. Such application must be made at least two months prior to the time such leave is requested. The application must contain the reasons for the leave, how the leave will benefit the individual and how the leave will benefit the department/division. Absent this written request, the Vice President shall not consider any request pursuant to this section of the Collective Bargaining Agreement.
  
- B. The University agrees that, on a case by case basis and subject to the educational and operational needs of the department/division as determined by the Vice President, employees may be eligible for paid leave to participate in educational programs. The University shall not pay any fees, tuition or costs associated with such programs. Such leave shall not accumulate by week or month and must be used solely for purposes agreed to by the supervisor. Normally, such leave shall be subject to the discretion of the Vice President.

- C. Employees who are not in good standing; e.g., have performance related problems, have received a disciplinary letter within two years of such request, or probationary employees, shall not normally be granted leave pursuant to the article.
- D. Denial of such requests, pursuant to this section of the Collective Bargaining Agreement, shall not be subject to the arbitration procedures of the agreement. Violation of this article shall result in discipline which may include repayment of employee work-time if such leave is not used for purposes set forth in the initial application.
- E. The Vice President may request the employee discontinue educational leave if the Vice President determines such leave is interfering with the work of the employee. In such case, the employee shall comply with the request of the Vice President.

## ARTICLE 23 – DURATION OF AGREEMENT

### Section 1

This Agreement shall become effective June 1, 2011 and shall continue in full force and effect through and including September 30, 2016 except as set forth below, and shall continue in effect thereafter from year to year unless either party serves written notice upon the other party at least sixty (60) days prior to the expiration date thereof of its desire to modify or terminate said agreement.

- A. The parties agree that at least sixty (60) days prior to October 1, 2014 Article 19, University Benefits; Article 20, Retirement Plan; and Article 21, Wages shall be reopened automatically.
- B. The parties agree that at least sixty (60) days prior to October 1, 2014, each party shall be entitled to reopen any three additional articles of the Agreement.
- C. Articles and/or addenda reopened in (A)(B) above by either party shall be deemed to have expired on October 1, unless the parties mutually agree to extend such articles for a specific period of time beyond October 1, in which case the issue of retroactivity becomes part of the negotiations.
- D. All other articles not reopened shall be automatically extended.
- E. All articles of the Agreement are subject to renegotiation on the expiration of the Agreement, September 30, 2016.

Signed this 6th day of October 2011:

For the University

For the Union

\_\_\_\_\_  
David J. Philpott  
Chief Negotiator

\_\_\_\_\_  
Colin O’Leary  
Union Representative  
SEIU USWW

\_\_\_\_\_  
Mike London  
Assistant Vice President  
Facilities Management

\_\_\_\_\_  
Jorge Rosales  
Shop Steward, USF  
SEIU USWW

**Effective June 1, 2011 through May 31, 2012**

<b>CLASSIFICATION</b>	<b>Hourly <u>Pay Rates</u></b>
Laborer-Gardener	
In Hire Rate	\$ 25.54
Regular Rate	\$ 26.90
Journey-Level Gardener	
In Hire Rate	\$ 26.14
Regular Rate	\$ 27.53
Lead Gardener	
In Hire Rate	\$ 27.50
Regular Rate	\$ 28.95

**Effective June 1, 2012 through May 31, 2013**

<b>CLASSIFICATION</b>	<b>Hourly <u>Pay Rates</u></b>
Laborer-Gardener	
In Hire Rate	\$ 26.05
Regular Rate	\$ 27.44
Journey-Level Gardener	
In Hire Rate	\$ 26.67
Regular Rate	\$ 28.08
Lead Gardener	
In Hire Rate	\$ 28.05
Regular Rate	\$ 29.53

**Effective June 1, 2013 through September 30, 2014**

<b>CLASSIFICATION</b>	<b>Hourly <u>Pay Rates</u></b>
Laborer-Gardener	
In Hire Rate	\$ 26.57
Regular Rate	\$ 27.98
Journey-Level Gardener	
In Hire Rate	\$ 27.20
Regular Rate	\$ 28.64
Lead Gardener	
In Hire Rate	\$ 28.61
Regular Rate	\$30.12

**EXHIBIT 1 – LETTER OF UNDERSTANDING**

*Article 21 – Wages*

- 1) Effective June 1, 2011, wages for the classification covered by this agreement will be increased by 2%.
- 2) Effective June 1, 2012 wages for the classification covered by this agreement will be increased by 2%.
- 3) Effective June 1, 2013, wages for the classification covered by this agreement will be increased by 2%.

For the University of San Francisco

For the Service Employees Union,  
USWW

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David J. Philpott  
Chief Negotiator  
University of San Francisco

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Colin O’Leary  
Union Representative  
SEIU USWW

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Jorge Rosales  
Shop Steward, USF  
SEIU USWW

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Date

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Date

## SIDE LETTER

### Flexitime

1. This program is voluntary and shall be extended to all laborers and gardeners.
2. Representatives of United Service Workers West and the University will meet on or around the first week in March to review the summer vacation schedule and any flexitime work request for the work period of June 1– August 1.
3. The University will consider all requests for flexitime but the final decision will be based on the operational needs of the University as defined by the Vice President of Facilities Management.
4. Articles concerning overtime, holidays, sick leave, and scheduled days off may be amended in regards to employees on flexitime.
5. Issues concerning flexitime shall not be subject to the arbitration provisions of this agreement.



**LETTER OF UNDERSTANDING**

It is understood that those covered by the Collective Bargaining Agreement between SEIU USWW and the University of San Francisco will be responsible for all landscaping work that can be done on ladders of 12 feet in height or lower. As has been past practice, this will include all gardening work that can be done without ladders, excluding the climbing of trees.

UNIVERSITY OF SAN FRANCISCO

SEIU, USWW

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Mike London  
Assistant Vice President  
Facilities Management

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Colin O’Leary  
Union Representative  
SEIU USWW

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Jorge Rosales  
Shop Steward, USF  
SEIU USWW

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Date

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Date