



UNIVERSITY OF
SAN FRANCISCO

CHANGE THE WORLD FROM HERE

A G R E E M E N T

**UNIVERSITY OF SAN
FRANCISCO
AND INTERNATIONAL UNION
OF OPERATING ENGINEERS
STATIONARY LOCAL NO. 39,
AFL-CIO**

October 1, 2011 - September 30, 2016

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE UNIVERSITY OF SAN FRANCISCO

AND

**INTERNATIONAL UNION OF OPERATING
ENGINEERS, STATIONARY LOCAL NO. 39
AFL/CIO**

Effective Dates:

October 1, 2011

through

September 30, 2016

Table of Contents

	Page
Article 1 Recognition	1
Article 2 Management Rights	1
Article 3 Union Security	1
Article 4 Non-Discrimination	3
Article 5 Visits by Union Representatives	6
Article 6 Duties of Engineers	6
Article 7 Uniforms	9
Article 8 Hours of Work	9
Article 9 Holidays	11
Article 10 Vacations.....	12
Article 11 Sick Leave.....	13
Article 12 Leaves of Absence	15
Article 13 Jury Duty.....	17
Article 14 Seniority	19
Article 15 Layoff and Recall.....	20
Article 16 Grievance Procedure	22
Article 17 Discipline and Discharge	24
Article 18 Tuition Remission; Employment Training	24
Article 19 Journey-Level Apprentice Training Fund.....	26
Article 20 Health Benefits.....	26
Article 21 Retirement Benefits	27
Article 22 Wages.....	28
Article 23 Savings	30
Article 24 No Strike/No Lockout.....	30
Article 25 Affect of Agreement	31
Article 26 Term of Agreement.....	32
Signature Page	33
Side Letter of Agreement.....	34
Off Site Side Letter	35

UNIVERSITY OF SAN FRANCISCO AGREEMENT

This Agreement is entered into this 1st day of October 2011 by and between the UNIVERSITY OF SAN FRANCISCO, a California non-profit corporation, hereinafter referred to as the "University," and the INTERNATIONAL UNION OF OPERATING ENGINEERS, STATIONARY LOCAL NO. 39, AFL-CIO, hereinafter referred to as the "Union."

ARTICLE 1 - RECOGNITION

The University recognizes the Union as the sole and exclusive collective bargaining representative for all Chief Engineers, Assistant Chief Engineers, Maintenance Engineers, Electricians, Carpenters, Apprentice Engineers and Utility Engineers at the University.

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

Any of the rights, powers, authority and functions the University had prior to the negotiation of this Agreement are retained by the University except as expressly abridged by a specific provision of this Agreement. The University's not exercising rights, powers, authority and functions reserved to it, or its exercising them in a particular way, shall not be deemed a waiver of said rights, powers, authority and functions of its right to exercise them in some other way not in conflict with a specific provision of this Agreement. This Article shall not be subject to any grievance nor arbitration procedure of this Agreement.

ARTICLE 3 - UNION SECURITY

Section 1

Membership in the Union on or after the thirtieth (30th) day following the beginning of employment or on the effective date of this Agreement, whichever is later, shall be a condition of employment. In the event that an engineer fails to become a member or

maintain his/her membership in the Union in accordance with this provision, the Union shall notify the University in writing and such written notice shall constitute a request to the University to discharge the engineer for failure to maintain continued good standing in the Union.

Section 2

The Union agrees that the University shall not be liable for any cost 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 may 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 3

Whenever new engineers are hired for positions covered by this Agreement, the University shall 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 engineer(s). The University shall provide the engineer's mailing address to the Union. The University retains the sole discretion to determine the qualifications of all engineers.

Section 4

Subject to the University's affirmative action requirements, the University shall consider qualified applicants for vacant bargaining unit positions. In the event bargaining unit engineers are neither qualified for the vacancy nor apply for the vacancy, the University shall consider for employment those qualified applicants referred by the Union prior to other applicants. The University shall provide persons referred by the Union equal consideration for employment.

Section 5

The University shall deduct, through payroll deduction, from each Union member's wages, the amount of Union dues, initiation fees and assessments uniformly required by the Union of all engineers covered by this Agreement who have voluntarily agreed to a written assessment which shall be irrevocable until the termination date of this Agreement.

ARTICLE 4 - NON-DISCRIMINATION

Section 1

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

Section 2

Neither the University nor the Union in carrying out its obligations under this Agreement shall discriminate with respect to employment or Union membership because of race, color, religion, religious creed, ancestry, national origin, age (except minors), sex, sexual orientation, marital status, medical condition (cancer-related and genetic related) or disability, or any other protected status under federal, state, or local law, ordinance, or regulation applicable to the University.

Section 3

The University of San Francisco is an Affirmative Action/Equal Opportunity Employer and provides that employment, salaries and access to training not be restricted because of race, color, religion, religious creed, ancestry, national origin, age (except minors), sex, sexual orientation, marital status, medical condition (cancer-related and genetic-related) or disability, or any other protected status under federal, state, or local law, ordinance, or regulation applicable to the University.

Section 4

Sexual and Other Unlawful Harassment

- A. The purpose of this Article is to state clearly and unequivocally that the University and the Union will not tolerate sexual and other forms of unlawful harassment. In addition, false accusations of such harassment will also not be tolerated.
- B. It is the intention of the University to take whatever action may be needed to prevent, correct, and, if necessary, discipline to the extent of dismissal from University employment, behavior which violates this Article.
- C. Wherever the University determines that an instance of unlawful harassment, knowingly false accusation, retaliation for reporting or threatening to report unlawful harassment has been established by evidence, appropriate disciplinary action up to and including dismissal from University employment will be taken consistent with this Agreement.

D. Definition of Sexual Harassment

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical nature when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting an individual; or
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance, or creating an intimidating, hostile, or offensive work environment.

E. Sexual Harassment may also include:

1. Verbal conduct such as epithets, derogatory comments, slurs or unwanted or unwelcome sexual advances, invitations or comments.
2. Visual conduct such as derogatory or sexually explicit posters, photography, cartoons, drawings or gestures.
3. Physical conduct such as unwanted or unwelcome touching, blocking normal movement or interfering with work directed at the individual because of his/her sex.
4. Threats and demands to submit to sexual requests in order to keep an individual's job in return for sexual favors.
5. Harassing behavior includes conduct directed towards persons of the same or opposite sex.

F. Two types of Sexual Harassment exist:

1. Quid pro quo, in which the engineer suffers or reasonably believes he/she will suffer tangible job detriment in retaliation for refusing to accede to sexual demands.
2. Hostile environment, in which no tangible loss or detriment occurs, but an offensive or abusive atmosphere is created by the harasser.

Section 5

Retaliation Prohibited

Retaliation against a bargaining unit member as a result of his/her seeking redress under this Article (e.g. informal or formal complaints about harassment, cooperating in an investigation, or otherwise participating in proceedings under this Article) is prohibited and may result in disciplinary action up to and including dismissal from University employment.

Section 6

Confidentiality

Every reasonable effort shall be made to protect the privacy of the complainant, the alleged harasser, and witnesses in the investigation and resolution process, subject to the need to conduct a full and impartial investigation, remedy violations, and monitor compliance pursuant to this Article and the Agreement.

Section 7

Other Unlawful Harassment

Unlawful harassment consists of unwelcome statements or actions that are sufficiently severe or pervasive so as to interfere with an individual's work performance or create an intimidating, hostile or offensive work environment based on race, color, religion, religious creed, ancestry, national origin, age (except minors), sex, sexual orientation, marital status, medical condition (cancer-related and genetic-related) or disability, or any other protected status under federal, state, or local law, ordinance, or regulation applicable to the University.

Section 8

Grievance Procedure

- A. Engineers covered by this Agreement may file a complaint pursuant to this Article or may elect to file a grievance directly with the Director of Employee and Labor Relations alleging a claim of Harassment.
1. The Director of Employee and Labor Relations will within five (5) working days of his/her receipt of the grievance shall schedule and convene a meeting to attempt to resolve the engineer's grievance.
 2. Those present, in addition to the Director of Employee and Labor Relations will be the Assistant Vice President of Facilities Management (unless the grievance is filed against the Assistant Vice President of Facilities Management in which case the Director of Employee and Labor Relations and the Vice President for Business and Finance will select an alternate), the engineer and the engineer's representative, if any.
 3. The parties will attempt to resolve the grievance within the fifteen (15) working days following the conclusion of the initial resolution meeting.

4. If the parties are unable to resolve the grievance within the prescribed time limits, only the Union may appeal the grievance to arbitration, pursuant to Article 16, Grievance Procedure.
5. Failure by the Union to appeal the grievance to arbitration within the prescribed time limits will render the grievance null and void.
6. Time limits may be extended by written mutual agreement of the parties.

ARTICLE 5 - VISITS BY UNION REPRESENTATIVES

Duly authorized representatives of the Union shall be permitted to visit the University for purposes of observing conditions under which engineers are working. The representatives shall notify either the Director of Employee and Labor Relations or the Assistant Vice President of Facilities Management before visiting the University.

ARTICLE 6 - DUTIES OF ENGINEERS

Section 1

The University and all engineers covered under this Agreement shall comply with all federal, state and University safety policies and directives. The Engineers covered by this Agreement shall, if and when called upon, perform any or all of the following technical duties, but not necessarily limited to the following:

- A. Operation, maintenance and repair of all boilers, heaters, pumps, valves, appurtenances, engines, generators, and lines used in the distribution of steam and heated or processed water.
- B. Operation, repair and maintenance of refrigerant compressors, condensers, evaporators, traps, transfer pumps, expansion valves, stop valves, and float valves, together with all refrigerant lines and devices used to control temperatures.
- C. Operation, repair and maintenance of pumps handling brines, or other secondary refrigerating liquids together with all valves, appurtenances and lines in the system.
- D. Operation, maintenance and repair of air compressors, together with distribution lines and all valves and devices for air control.
- E. Operating, maintenance and repair of all natural and manufactured gas distribution lines, including all valves and control devices.
- F. Operation, repair and maintenance of water filters, softeners, piping and pumps used in conjunction with water distribution, including all sinks and toilet bowls including supply lines, water lines, swimming pool chemical equipment and testing. An

exception to these duties shall be the installation, operation, and maintenance of PVC ground irrigation lines up to the point of shut-off valve. However, electrical control devices shall remain in the control of the Engineering department.

- G. Operation, repair and maintenance of all types of motors or engines used to power pumps, compressors and fans.
- H. Any and all work not specifically enumerated above, but which is customarily performed by maintenance engineers.
- I. Repair and installation of locks, keys, hardware, doors and those duties related to locks.

Section 2

Engineers in the following classifications shall, if and when called upon, perform any or all of the following duties, but not necessarily limited to the following:

- A. Electricians - Maintenance and installation of new and existing electrical equipment and systems.
- B. Carpenters - Maintenance, repair, and installation of carpentry work and those duties related to carpenters.

Section 3

A. The duties of the Utility Engineer shall be as follows:

1. Repair desk lamps.
2. Replace ceiling lights and clean diffusers.
3. Repair or replace: towel racks, mirrors, coat hooks, drawer pulls, closet hardware, etc.
4. Repair or replace drapery hardware.
5. Clean sink drain traps.
6. Do preventative maintenance on door closers, window hinges and handles, i.e., clean and lube.
7. Change filters on air-handling units.
8. General cleaning of mechanical equipment and boiler rooms.
9. Assist engineers, or carpenters where needed, i.e., holding ladders or scaffolds, help in handling materials such as sheet rock or paneling, pipe length, etc.
10. Reset circuit breakers, perform minor electrical repairs as long as amps are 30 amps or less and/or voltage is 220 or less. Utility Engineers shall not replace or be assigned to replace ballasts.
11. Clear stoppages from water closets, urinals, and tub drains; without the use of power tools.

12. Assemble pre-made furniture.

B.

1. The ratio of Utility Engineers shall be mutually agreed upon by the University and the Union.
2. The Chief Engineer shall have charge of the Utility Engineer and all duties covered under the classification of Utility Engineer.
3. It is further understood that the Utility Engineer(s) may only be scheduled to work a shift when another Stationary Engineer is also scheduled.
4. Additional duties may be added from time to time, with the approval of the Union.

Section 4

The Chief Engineer shall have charge of the above operations and shall perform such supervisory or other duties as may be consistent with his/her functions as Chief Engineer and which are assigned to him/her by the University. The Maintenance Engineers, Electricians, Carpenters, Apprentices, and Utility Engineers shall work under the supervision of the Chief and Assistant Chief Engineers.

Section 5

When more than one Engineer is employed, one shall be designated as Chief Engineer. All orders or instructions to Engineers or other workers under him/her shall be given by the Chief Engineer. When more than four (4) Engineers are employed, one shall be an Assistant Chief Engineer and he/she shall assist the Chief Engineer in the performance of his/her duties.

Section 6

The Maintenance Engineer shall assist the Chief Engineer and the Assistant Chief Engineer in the performance of the duties enumerated.

Section 7

The Apprentice Engineer shall only assist the Maintenance Engineer, the Assistant Chief Engineer and the Chief Engineer in the performance of his/her duties.

ARTICLE 7 - UNIFORMS

- A. If special uniforms, overalls, or coveralls are required, it is agreed that such must be furnished by the University without cost to the engineer, and the cost of cleaning, upkeep and maintenance of them must be paid for by the University.
- B. In the event an engineer covered by this Agreement presents written verification from a physician licensed to practice in the State of California to the Assistant Vice President of Facilities Management, that for medical reasons the engineer cannot wear the present uniform shirt and/or pants, the University shall provide an alternate uniform shirt and/or pants.

ARTICLE 8 - HOURS OF WORK

Section 1

- A. Engineers assigned as Watch Engineers in the steam plant shall work eight (8) hours within eight (8) hours. All other engineers shall work eight hours within eight and one-half (8 1/2) hours. A week's work shall consist of five (5) consecutive eight (8) hour days, with two (2) consecutive days off. Engineers who work in excess of eight (8) hours per day or in excess of forty (40) hours per week shall be paid at the rate of time and one-half (1 1/2) for such excess.
- B. So long as a program of flexible or variable hours is scheduled, Article 8, Hours of Work, subsection (a) shall read:
 - 1. Those engineers who are assigned a ten (10) hour shift as Watch Engineers in the steam plant shall work ten (10) hours within ten (10) hours. All other engineers who are assigned to work a ten (10) hour shift shall work ten (10) hours within ten and one-half (10 1/2) hours. A work week shall consist of four (4) consecutive ten (10) hour days, with three (3) consecutive days off. Engineers who work in excess of ten (10) hours per day or in excess of forty (40) hours per week shall be paid at the rate of time and one-half (1 1/2) for such excess.
 - 2. Those engineers who are assigned an eight (8) hour shift as Watch Engineers in the steam plant shall work eight (8) hours within eight (8) hours. All other engineers who are assigned to work an eight (8) hour shift shall work eight (8) hours within eight and one-half (8 1/2) hours. A work week shall consist of five (5) consecutive eight (8) hour days, with two (2) consecutive days off. Engineers who work in excess of eight (8) hours per day or in excess of forty (40) hours per week shall be paid at the rate of time and one-half (1 1/2) for such excess.
 - 3. Individuals desiring to remain on the eight (8) hours per day, five (5) days per week schedule will be considered on an individual basis, providing this request does not adversely affect the needs of the University.

4. All engineers shall have a regular starting and stopping time. However, the University shall retain the right to reschedule engineers to accommodate for vacations, absenteeism or emergencies.
5. The University reserves the right to assign the hours of work during the life of this Agreement.

Section 2

Call-Backs

- A. An Engineer who has completed his/her regular shift and leaves the University and is called back to work shall receive a minimum of four (4) hours pay at the overtime rate of time and one-half (1 1/2).
- B. In the event that more than four (4) hours is actually performed in any twenty-four (24) hour period as a result of such call-backs, the work in excess of four (4) hours shall be paid at the applicable overtime rate.

Section 3

Rest Periods

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

Section 4

Meal Periods

Except for engineers on watch or on call, engineers shall be entitled to a thirty (30) minute non-paid meal period as determined by the University. The University shall make every effort to schedule meal periods at approximately mid-point of the engineer's work shift. Whenever an engineer is required to perform work during a non-paid meal period, the meal period shall be considered time worked and paid at the appropriate overtime rate.

ARTICLE 9 - HOLIDAYS

Section 1

The University shall guarantee no fewer than eleven (11) paid holidays per year. The following days are designated as paid holidays.

- A. New Year's Day
Martin Luther King Day
President's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day following Thanksgiving Day
Christmas Eve
Christmas Day
New Year's Eve
- B. The day upon which a holiday is celebrated may be changed by mutual agreement between the Union and the University.
- C. Engineers working on any of the above holidays shall be paid at the rate of time and one-half (1 1/2) in addition to their regular hourly rate.
- D. If an engineer's regular day off falls on a holiday he/she shall have an additional day off within (2) weeks, or an extra day's pay in lieu thereof at the engineer's option.
- E. When a holiday falls within an Engineer's vacation period he/she shall receive an additional day of vacation with pay.
- F. In addition to the holidays enumerated in A. above, the University may, at its discretion, designate additional holidays.
- G. These holidays when worked will be paid at the straight time hourly rate. Engineers working on any of the designated holidays shall also receive a day off with pay to be mutually agreed upon by the University and engineer. Engineers not working on these holidays will receive a day's pay. The Engineers shall rotate these holidays between them.

ARTICLE 10 - VACATIONS

Section 1

All regular engineers employed under this Agreement shall be entitled to the indicated amount of vacation with pay per year:

Completed Continuous Service	Paid Vacation Defined in Hours/Days/Weeks
1 year (12 months)	80 hrs./10 days/2 weeks (An engineer may take 5 days after 6 months in his/her first year of service only)
5 years (60 months)	120 hrs./15 days/3 weeks
10 years (120 months)	160 hrs./20 days/4 weeks
15 years (180 months)	176 hrs./22 days/2 days (8 hr. day) 180 hrs. (10 hr. day)
20 years (240 months)	200 hrs./25 days/5 weeks

Section 2

A. Vacations shall be scheduled during the period commencing April 1 and not later than October 1 of each year. Vacations can be scheduled outside of these dates only by mutual agreement between the University and engineer. Engineers may request to take vacation from the Chief Engineer with the approval of the Assistant Vice President of Facilities Management at any time during the year. The University will grant two (2) engineers vacation at the same time during the period of May through September. Engineers may use their entire vacation beginning with their initial starting date. Vacations must be taken in blocks of no fewer than (5) days in accordance with the following schedule:

Vacation Eligibility	Required 5 Day Blocks
2 weeks (10 days)	1-5 day block
3 weeks (15 days)	2-5 day blocks
4 weeks (20 days)	3-5 day blocks

B. The balance of vacation eligibility may be taken in less than five-day blocks. The scheduling of these vacation days must have the approval of the engineer's supervisor.

- C. An engineer's continuous service shall begin from the first day of employment (date of hire) and shall accrue vacation per the chart above under "Completed Continuous Service." Vacation time shall be credited to each engineer at the end of each pay period of regular employment.
- D. Unused vacation can accrue to the maximum earned in a one and one-half (1 ½) year employment. An engineer who has reached this maximum figure ceases to accrue more vacation. The accrual limit is a ceiling.
- E. Should a designated holiday set forth in Article 9, Holidays, occur during an engineer's vacation, the engineer shall be granted an extra day of paid vacation.
- F. The scheduling of all vacation time must be initiated by the engineer, approved by the supervisor and recorded on the time sheet. Failure to receive proper approval and/or officially record shall subject an engineer to action under Article 16, Grievance Procedure. Engineers Policy will include: "The chief engineer or his/her designee will respond to a vacation/leave request within three (3) business days. Vacation/leave request denials will be reviewed by the Assistant Vice President for Facilities Management. Appeals or denials will be based on operational needs."
- G. After completion of the probationary period and upon termination of seniority, an engineer shall receive a *pro rata* vacation payment for all vacation earned, unused and not already paid.

ARTICLE 11 - SICK LEAVE

Section 1

An engineer shall accumulate paid sick leave beginning with the first month of employment and shall accrue on the basis of one (1) day each month worked, accumulated to a maximum of seventy-five (75) days.

Section 2

Sick leave shall be paid commencing with the 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 engineer's accumulated sick leave and in no case shall an engineer receive a lesser amount than his/her applicable wage rate.

Section 3

The University may require the engineer to submit satisfactory documentation of personal or family illness, disability or death prior to receiving an excused absence from work and sick leave pay. If 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 recognized treatment program.

Section 4

The University may have an engineer 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 engineer to a physician of its choosing on the engineer's work time.

Section 5

If, while on vacation, an engineer becomes ill and is under the care of a physician and submits a physician's statement, the engineer may use accumulated sick leave for that illness.

Section 6

An engineer may use up to six (6) days of accumulated sick leave per Calendar Year when the engineer is required to be in attendance or to provide care because of serious illness to a member of the engineer's immediate family [which includes spouse, parent or child].

Section 7

- A. An engineer, who on December 31, 2010 and on each December 31 thereafter has a sick leave balance of seventy-five (75) days or six hundred (600) hours, shall be paid for the value of one half (1/2) of the unused sick leave that would have been accumulated during the proceeding twelve (12) months in excess of seventy-five (75) days or six hundred (600) 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, 2012 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, 2010 and each December 31 thereafter.

Section 8

If a member has a negative or zero accrual balance of sick time during a contract year and cannot provide the University written medical documentation accounting for such sick time use, the University at its sole discretion may refer the member to an independent medical examiner to develop a written plan to reach a positive net accrual.

ARTICLE 12 - LEAVES OF ABSENCE

Section 1

- A. Engineers may submit written requests for unpaid leaves of absence following completion of twelve (12) months of continuous service. Requests for unpaid leaves of absence shall be limited to six (6) months except as provided below.
- B. Except as provided by this Article, seniority shall not accrue during an unpaid leave of absence.
- C. Engineers are expected to notify their supervisor and Human Resources in writing of their decision to return to employment within the last five (5) days preceding the expiration of the authorized unpaid leave.
- D. Requests for Leave of Absence
 - 1. Requests for leaves of absence, except in cases of sick leave, will be accomplished in the following manner: an engineer requesting a leave of absence shall submit at least one (1) month in advance of the requested date his/her request in writing to his/her immediate supervisor. Such request shall include the reason(s) for such leave, the requested beginning date of the leave and the engineer's expected return date from the leave.
 - 2. Following receipt of such leave request, the engineer's immediate supervisor shall respond in writing within a reasonable period of time indicating approval, denial or modification of the engineer's original leave of absence request.

Section 2

Bereavement Leaves

The University shall grant three (3) working days off with pay in the event of the death of an immediate family member. However, engineers traveling 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, step-father,

step-mother, 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 Assistant Vice President of Facilities Management. 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

Military Leaves

The University and the Union shall adhere to any federal or state laws governing military service.

Section 4

Eliminated Positions

In the event while on a leave of absence the position held by the engineer is eliminated, the engineer will be afforded the same layoff rights and considerations provided by Article 15 Layoff and Recall.

Section 5

Family Leave

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

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

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

As required by law, leaves for serious health conditions/illness of the engineer's spouse, parent or child must require sustained medical attention in which the engineer'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.

Engineers 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 engineer may request that accrued vacation be used as part of the twelve (12) weeks available under this policy.

Family care leave is unpaid, and engineers will be entitled to the same health care benefits as if they were at work. Engineers 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 engineer 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 6

- A. An engineer 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).

ARTICLE 13 - JURY DUTY

Section 1

When an engineer covered by this Agreement is called for jury duty in any municipal, county, state, or federal court, excluding federal and state grand jury, he/she shall advise the University upon receipt of such call, and if absent from his/her work for such service shall be reimbursed as provided herein for any loss of wages while actually performing such services, provided he/she exhibits to the University his/her properly endorsed check or voucher he/she received for such service and permits the University to copy same. The amount the engineer shall be reimbursed shall be determined by subtracting the amount he/she would have earned as a per diem for such service from the amount he/she would have earned at his/her regular straight-time hourly rate during the regular working hours he/she missed while performing such duty, it being understood that such reimbursement is limited to a maximum of twenty (20) working days annually.

Section 2

If the engineer is excused from jury duty before the completion of the first half of his/her work shift, the engineer is required to report for work within a reasonable time after he/she is excused from jury duty. If he/she returns to work within reasonable time and completes the second half of his/her work shift on the day of jury duty, he/she will receive eight (8) hours pay at his/her base rate less jury duty fees. If he/she does not return to work when excused before the completion of the first half of his/her work shift, he/she will be subject to disciplinary action by the University and will not receive the remainder of the day's pay. In the event the engineer is excused from jury duty during the second half of his/her work shift, he/she may return home and will receive eight (8) hours pay at his/her base rate less jury duty fees.

Section 3

As long as a program of flexible or variable hours is scheduled, Article 13, Jury Duty subsection (A), (B) and (C) shall read:

- A. When an engineer covered by this Agreement is called for jury duty in any municipal, county, state or federal court, excluding federal and state grand jury, he/she shall advise the University upon receipt of such call, and if absent from his/her work for such duty shall be reimbursed as provided herein for any loss of wages while actually performing such duties, provided he/she exhibits to the University his/her properly endorsed check or voucher received for such duty and permits the University to copy same. The amount the engineer shall be reimbursed shall be determined by subtracting the amount he/she would have earned at his/her regular straight-time hourly rate during the regular working hours he/she missed while performing such duty, it being understood that such reimbursement is limited to a maximum of twenty (20) working days annually.
- B. For engineers assigned to a ten (10) hour shift: If the engineer is excused from jury duty before the completion of the first half of his/her work shift, the engineer is required to report for work within a reasonable time after he/she is excused from jury duty. If he/she returns to work within a reasonable time and completes the second half of his/her work shift on the day of jury duty, he/she will receive ten (10) hours pay at his/her base rate less jury duty fees. If he/she does not return to work when excused before the completion of the first half of his/her work shift, he/she will be subject to disciplinary action by the University and will not receive the remainder of the day's pay. In the event the engineer is excused from jury duty during his/her second half of his/her work shift, he/she may return home and will receive ten (10) hours pay at his/her base rate less jury duty fees.
- C. For engineers assigned to an eight (8) hour shift: If the engineer is excused from jury duty before the completion of the first half of his/her work shift, the engineer is required to report for work within a reasonable time after he/she is excused from jury

duty. If he/she returns to work within a reasonable time and completes the second half of his/her work shift on the day of jury duty, he/she will receive eight (8) hours pay at his/her base rate less jury duty fees. If he/she does not return to work when excused before the completion of the first half of his/her work shift, he/she will be subject to disciplinary action by the University and will not receive the remainder of the day's pay. In the event the engineer is excused from jury duty during the second half of his/her work shift, he/she may return home and will receive eight (8) hours pay at his/her base rate less jury duty fees.

ARTICLE 14 - SENIORITY

Section 1

Seniority shall mean length of service in pay status in either equivalent hours or months. All time spent in non-pay status shall not be applied towards seniority.

Section 2

Probationary Period

- A. Engineers shall serve a probationary period of ninety (90) calendar days. The University retains the right to extend an engineer's probationary period an additional fourteen (14) calendar days. The University shall notify the engineer in writing at least seven (7) working days prior to the effective date of the extension and the period of the extension.
- B. Probationary period engineers shall not be promoted during their probationary period.
- C. The seniority of a probationary period engineer who successfully completes his/her probationary period shall commence from the engineer's original date of hire.
- D. A probationary period engineer may be released by the University at any time for any reason. Such release and reasons are at the sole discretion of the University and are neither subject to Article 16, Grievance Procedure, nor arbitration.

Section 3

In filling permanent vacancies for Engineers on shifts, seniority will prevail, provided the engineer has the ability to perform the work satisfactorily to the University.

Section 4

Termination of Seniority

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

- A. voluntary resignation,
- B. discharge for just cause,
- C. layoff from work for more than six (6) consecutive months, except (a) in cases of absences due to bona fide illness or injury, in which event seniority shall be broken by absence from work in excess of twelve (12) consecutive months or (b) as provided under applicable state and federal law,
- D. failure to return from layoff as provided in Article 15,
- E. absence from work for more than three consecutive working days without the engineer's having contacted his/her supervisor, his/her supervisor's designated representative, or Human Resources. Notification by or through another individual shall be acceptable only in extraordinary circumstances. Should a question arise as to the engineer's ability to contact any of those specified above within three (3) days, such matter shall be subject to Article 16, or
- F. acceptance of another position while on authorized leave.

Section 5

Promotions to Assistant Chief Engineer will be determined by ability and qualifications to perform the work satisfactorily to the University. If two or more engineers have equal ability and qualifications, seniority will prevail.

Section 6

To the extent any provisions in this Agreement are in conflict with state or federal law, including the Americans with Disabilities Act (ADA), the state or federal law will control. The University retains the right to make reassignments and other accommodations necessary to comply with the ADA.

ARTICLE 15 - LAYOFF AND RECALL

Section 1

If the University determines that a reduction in the number of engineers in the bargaining unit is necessary, the number of engineers will be reduced in accordance with this Article.

Section 2

Engineers designated for layoff within each engineer classification will be in inverse order of seniority provided each remaining engineer in such classification possesses the skills, knowledge, and abilities to perform the work of any of the remaining positions.

Section 3

Engineers who are laid off retain recall rights to their most recent classifications provided such engineer possesses the skills, knowledge, and abilities to perform the work of such classifications.

Section 4

In the event of a layoff, the University shall notify the affected engineer(s) and the Union, except when such layoff is caused by a labor dispute or an act of God.

Section 5

During a temporary shutdown of the department or parts thereof, or in the case of an emergency, the University may institute temporary layoff(s) of thirty (30) work days' duration. The University shall notify the Union of such layoff(s) (and subsequent recall(s) to work) in advance of such layoffs, whenever possible, except when such layoff(s) is caused by a labor dispute or an act of God.

Section 6

Recall

- A. The University shall maintain a recall eligibility list of all engineers who are laid off. The recall eligibility list will be active for each engineer who is laid off for a twelve (12) month period from the effective layoff date of such engineer. The University shall recall to a vacant position the last engineer laid off provided that the engineer possesses the skills, knowledge, and abilities to perform the work for which he/she is being recalled. Engineers who are recalled to their previous classifications will return at their previous rate of pay including any wage increases to their classifications during the period they were laid off.
- B. Engineers recalled from layoff status who fail to perform satisfactorily will be subject to Article 17, Discipline and Discharge.

Section 7

The University shall provide notice of re-employment from the recall eligibility list by certified mail to the last known address of the engineer, and forward a copy of such notice to the Union. If the notice is undeliverable, the University's obligation under this section is fulfilled. The recalled engineer must notify the University of his/her intention to return to work within three (3) working days of receipt of the notice. The University shall determine the date for the return to work.

Section 8

Nothing in this Article is intended to conflict with federal, state or local law. In the case of any such conflict, federal, state or local law will control.

ARTICLE 16 - GRIEVANCE PROCEDURE

Board of Adjustment

Section 1

The University and the Union agree to cooperate in the prompt settlement of all disputes and grievances that may arise. The following procedure will be followed when agreement cannot be reached.

- A. Any and all disputes and grievances that may arise under this Agreement, or the enforcement thereof, which cannot be settled directly by the University and the Union within two (2) business days, shall be referred to a Board of Adjustment. The Board of Adjustment shall consist of two (2) representatives of the Union and the Assistant Vice President of Facilities Management and the Director of Employee and Labor Relations and shall meet within forty-eight (48) hours of such notification or request. Disputes or grievances must be raised by the Union with the University or by the University with the Union within thirty (30) days of the occurrence thereof; and discharge or other disciplinary cases, including termination for other than cause, must be raised within five (5) working days from the date of discharge, discipline or termination and, if not settled within two (2) business days, must be referred to the Board of Adjustment immediately or the right to a Board of Adjustment hearing or arbitration is lost. A decision by a majority of the Board of Adjustment shall be final and binding upon all parties.
- B. If the matter is not resolved by the Board of Adjustment, either party may file a request for grievance mediation within seven (7) calendar days of the Board of Adjustment hearing. Either party may waive mediation. The parties shall endeavor to hold the grievance mediation hearing within fourteen (14) calendar days of the written request. The grievance mediation hearing shall be presided over by a neutral

state mediator who shall mediate the dispute in an attempt to have the parties reach a settlement. The grievance mediation shall be governed by the following rules:

1. The grievant shall have the right to be present at the grievance mediation.
 2. Each party shall have one (1) principal spokesperson.
 3. Outside lawyers or consultants shall not participate in a grievance mediation.
 4. Any documents presented to the mediator shall be returned to the respective parties at the conclusion of the hearing.
 5. Proceedings shall be informal in nature. The rules of evidence shall not apply and no formal record of the grievance mediation shall be made.
 6. The mediator shall have the authority to meet separately with any person or persons but will not have the authority to compel a resolution of a grievance.
 7. If no settlement is reached, the mediator shall provide the parties with an immediate written advisory decision. Such written decision shall not have any bearing whatsoever in arbitration, nor shall there be any mediation reference or evidence of mediation presented at arbitration.
 8. The mediator shall state the grounds for his/her advisory decision.
 9. The grievance mediation shall have no power to alter or amend the terms of the collective bargaining agreement.
 10. The cost of the mediator, if any, shall be split between the University and the union.
- C. In the event that any matter submitted to the Board of Adjustment cannot be settled within five (5) working days, the matter shall thereupon be submitted to an impartial arbitrator. If the parties cannot agree upon a person to act as an impartial arbitrator, then the impartial arbitrator shall be named by the Federal Mediation and Conciliation Service, San Francisco. The decision of the arbitrator shall be final and binding on all parties. Each party shall bear all costs of presenting its case to the arbitrator. The cost and expense of the employment of the impartial arbitrator shall be borne equally by the parties hereto and work shall continue without interruption pending settlement of any dispute arising here under. When an arbitration proceedings have been decided upon, fifteen (15) days immediately thereafter shall be allowed for the presentation of the case to the arbitrator and the arbitrator shall render a written decision within thirty (30) days thereafter.
- C. The parties may waive timelines only if mutually agreed to.

ARTICLE 17 - DISCIPLINE AND DISCHARGE

Section 1

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

Section 2

- A. Letters of disciplinary action shall contain the reason(s) for the disciplinary action, the effective date(s) of the disciplinary action, and an explanation of the University's future expectations of the engineer.
- B. Letters of discharge shall contain the reason(s) for the discharge action and the effective date of the discharge.
- C. At the request of the engineer and/or the engineer's shop steward, if any, the University shall review with the engineer and the engineer's shop steward, if any, letters of warning, letters of disciplinary action and/or discharge action.

Section 3

Letters of warning and/or letters of disciplinary action and/or letters of discharge action shall be given to the engineer and the engineer's shop steward, if any, and the Union within five (5) working days following the disciplinary and/or discharge action.

Section 4

Copies of letters of warning, disciplinary action and/or discharge shall be placed in the engineer's personnel file. The engineer's written comments, if any, regarding such letters shall also be placed in the engineer's personnel file. Letters of warning and/or disciplinary action which do not involve criminal violations will be removed from the engineer's personnel file(s) if there have been no other warnings or disciplinary actions of the same or similar kind for a period of three (3) years. Materials which are more than (3) years old and should have been removed from the engineer's personnel file will not be used or relied upon to initiate or support disciplinary action.

ARTICLE 18 - TUITION REMISSION; EMPLOYMENT TRAINING

Section 1

Tuition Remission is a waiver for tuition available to engineers 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.

Engineers, 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

Eligibility

Engineer

Effective January 1, 2012, Local 39 members who have completed one year of full-time service may enroll in undergraduate or graduate programs. Local 39 members must secure written permission from their supervisor and/or Vice President before enrolling in a graduate program.

Local 39 members may not enroll in classes during regularly scheduled work hours.

Local 39 members enrolled in a degree program as of Fall 2011 will be grandfathered.

Spouse/Registered Domestic Partner

Spouses/Registered Domestic Partners (RDP) are eligible for 100% tuition remission after the engineer 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.

Dependent Child

Dependent children of an engineer, as defined by the IRS, are eligible to receive tuition remission for undergraduate and/or graduate programs on engineer'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.

Satisfactory completion

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

Engineers 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.

Taxable Benefit

Graduate level tuition remission may be considered taxable income to the engineer 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/

ARTICLE 19 - JOURNEY LEVEL APPRENTICE TRAINING FUND

The University shall contribute to the Journey Level Apprenticeship Training Fund to provide a training program for both journey level persons who wish to improve their skills and apprentices entering the industry. An annual contribution due on January 1 of each year for each Engineer employed during the month of January will be as follows: \$545 in 2011, \$560 in 2012, \$575 in 2013, \$590 in 2014, \$605 in 2015, and \$620 in 2016.

ARTICLE 20 - HEALTH BENEFITS

Section 1

A. The University agrees to contribute into the Stationary Engineers Local 39 Health and Welfare Trust Fund, at its respective office in San Francisco, California, or such other designated place of payment, as the Trustee of said Trust Fund may determine the below listed amounts, per month, for each eligible engineer as defined by this Agreement, for the purpose of providing such engineers and his/her dependents with group life insurance, hospitalization, prescription drugs, medical, vision, and dental benefits as are now in effect, or as may hereafter be specified, by said Trustees, of said Trust Fund. The University further agrees to accept, assume and be bound by all of the obligations imposed upon individual employers by that certain Trust Agreement referred to for convenience as the "Stationary Engineers Local 39 Health and Welfare Trust Agreement," as said Trust Agreement may now exist or may hereafter be amended (a copy of which has been delivered to the University herein and receipt of which is expressly acknowledged) and further agrees to be bound by any amendments, modifications, changes or mergers with respect to said Trust Agreement made by the parties thereto. Effective January 1, 2011, the monthly contribution shall be the amount of one thousand four hundred twenty-five dollars (\$1,425.00) plus a flat rate monthly contribution of twenty-five dollars (\$25.00) for life insurance.

- B. The above contributions shall be made on or before the tenth (10th) day of each month, for each engineer employed for a period of not less than eighty (80) hours during the preceding calendar month.
- C. The undersigned further agrees that he/she or it does irrevocably designate and appoint the Employers mentioned in said Health and Welfare Trust as his/her or its attorneys-in-fact for the selection, removal and substitution of trustees, as provided for in said Trust Agreements and as may be hereinafter provided by or pursuant to said Trust Agreements.
- D. In the event that the Trustees of the Stationary Engineers Local 39 Health & Welfare Trust determine that the current contribution amount or the amount referred to in this Agreement is insufficient to provide the benefits then in effect, the University herein agrees to pay such further amount as may be necessary in the decision of the Trustees to maintain the then current level of benefits for the life of the Agreement as determined by the Board of Trustees.
- E. In the event the University herein fails to pay the amounts of Trust Fund contributions due and owing for the period in which they are due and owing, the University shall pay, in addition to the amounts due as contributions, such additional liquidated damages and/or attorney's fees as are set forth in the Trust Agreement to which the University is bound.
- F. In the event of accident, illness, or layoff of any engineer with ninety (90) days or more of employment, the University will continue the monthly payments for the engineer and his dependents for a period not to exceed three (3) months.

ARTICLE 21 - RETIREMENT BENEFITS

Section 1

- A. Pension Plan. The University agrees to contribute into the Stationary Engineers Local 39 Pension Trust Fund, at its respective office in San Francisco, California, or such other designated place of payment, the following amounts:

Effective October 1, 2011	\$7.91 per hour
Effective October 1, 2012	\$8.23 per hour
Effective October 1, 2013	\$8.56 per hour
Effective October 1, 2014	\$8.90 per hour
Effective October 1, 2015	\$9.26 per hour

for all straight-time hours worked or paid-for.

- B. The above contribution shall be made on or before the tenth (10th) day of each month, for pension benefits, programs and plans, as now specified, and as may be

hereinafter specified by said Trustees. The University agrees to accept, assume and be bound by all of the obligations imposed on individual employers by that certain trust agreement referred to for convenience as the Stationary Engineers Local 39 Pension Trust Agreement, (a copy of which has been delivered to the University and receipt of which is expressly acknowledged) and any amendments or modifications, changes or mergers with respect to said Trust Agreement made by the parties thereto.

- C. The undersigned further agrees that he or it does irrevocably designate and appoint the employers mentioned in said Pension Trust as his or its attorneys-in-fact for the selection, removal, and substitution of Trustees as provided for in said Trust Agreement and as may be hereinafter provided by or pursuant to said Trust Agreements.
- D. In the event that the individual University herein fails to pay the amounts of Trust Fund contributions due and owing for the period in which they are due and owing, the individual University shall pay in addition to the amounts due and as contributions, such additional liquidated damages and/or attorneys' fees as are set forth in the Trust Agreement to which the University is bound.

Section 2

Engineers may at their option participate in the USF Supplemental Retirement Annuity (SRA) program. Participants may invest in any or all of the available options. The University will deduct from the wages of those engineers who are members of the Union and covered by the Agreement, the amount of contribution that the individual engineer designates to be contributed to his/her SRA account.

ARTICLE 22 - WAGES

Section 1

During the term of this Agreement, engineers will receive wages at the rates provided by this article.

Section 2

Actual adjusted straight-time hourly rates of pay for engineers covered by this Agreement shall be as follows for the period October 1 2011 through September 30, 2016:

Class I Buildings:	10/1/11	4/1/12	10/1/12	10/1/13	10/1/14	10/1/15
Chief Engineer	\$49.89	\$51.19	93%	94%	94%	95%
Assistant Chief Engineer	\$44.44	\$45.59	of	of	of	of
Stationary Engineer	\$38.98	\$39.99	BOMA	BOMA	BOMA	BOMA
Utility Engineer	\$22.41	\$22.99	1A	1A	1A	1A

University agrees to meet on or around September 1 of 2012 and each following year of the agreement to review the BOMA salary schedule, and agree to the percentage increase for the coming year. Annual increases will be split equally between October and April to reflect across-the-board salaries equal to the specified percentage of BOMA.

If the BOMA contract is not settled by September 1, of said year, the salary increase will be retroactive to October of said year and April of the following year. Annual increases will be split equally between October and April to reflect across-the-board salaries equal to the agreed upon percentage of BOMA (1A).

Section 3

Engineer Classifications

- A. The Chief Engineer shall receive twenty-eight percent (28%) above the basic negotiated Stationary Engineer's rate in the same class. An Assistant Chief Engineer, when employed, shall receive fourteen percent (14%) above the basic negotiated Stationary Engineer's rate.
- B. In the absence of the Chief Engineer, the Assistant Chief Engineer shall receive the Chief Engineer's basic rate.
- C. Apprentice Engineers, when employed, shall receive not less than the following percentages of the Stationary Engineer's wage:
 - 1st 12 months 65% of Stationary Engineer's wage
 - 3rd 6 months 70% of Stationary Engineer's wage
 - 4th 6 months 75% of Stationary Engineer's wage
 - 5th 6 months 80% of Stationary Engineer's wage
 - 6th 6 months 85% of Stationary Engineer's wage
 - 7th 6 months 90% of Stationary Engineer's wage
 - 8th 6 months 95% of Stationary Engineer's wageThereafter, Maintenance Engineer's pay.
- D. Utility Engineers, when employed, shall receive not less than fifty-seven and one-half percent (57.5%) of the Stationary Engineer's wage.

Section 4

Shift Differentials

- A. Where an engineer's regularly scheduled hours of work fall between 4:00 p.m. and 12:00 midnight, such engineer shall receive a swing shift differential of eighty cents (\$0.80) per hour for the entire shift.

- B. Where fifty percent (50%) or more of an engineer's scheduled hours fall between 12:00 midnight and 6:00 a.m., such engineer shall receive a graveyard shift differential of one dollar (\$1.00) per hour for the entire shift.
- C. Said shift differential shall apply to all hours worked on such shifts, however, shift differentials shall not apply to holiday pay, vacation pay, sick leave pay, or funeral leave pay, nor shall said differential apply to call back pay.

Section 5

PAC Deduction

The University will deduct as authorized by individual engineers for each hour that the engineer receives wages under the terms of the Agreement, on the basis of individually signed, voluntary authorized deduction forms. It is agreed that these authorized deductions for the Local 39 federal PAC are not conditions of membership in the Stationary Engineers, Local 39 or of employment with the University and that the Local 39 federal PAC will use such monies in making political contributions in connection with federal, state, and local elections. Payments shall be made on a separate check to Local 39 federal PAC, accompanied by monthly reports reflecting engineer hours worked on forms provided by the Local 39 federal PAC, shall be remitted to 1620 North Market Blvd., Sacramento, CA 95834.

The costs of administering this payroll deduction for Local 39 federal PAC are incorporated into the economic package provided under the terms of this Agreement so that the Local 39 PAC has, through its negotiation and its execution of this Agreement, reimbursed the University for the costs of such administration.

ARTICLE 23 - SAVINGS

If any provision of this Agreement conflicts with the provisions of any federal or state law, or executive order having the effect of law now in force or hereafter enacted, the remainder of the Agreement shall remain in full force and effect unless the parts so found to be void or illegal are wholly inseparable from the remaining portions of this Agreement. The University and the Union shall meet within thirty (30) days for the purpose of agreeing on new language.

ARTICLE 24 - NO STRIKE/NO LOCKOUT

Section 1

During the term of this Agreement the University shall not lockout any of the engineers covered by this Agreement.

Section 2

During the term of this Agreement neither the Union nor any of its officers, agents, representatives, members or engineers in the bargaining unit shall individually or collectively engage in any strike, sympathy strike, stoppage of work or any other form of concerted activity.

Section 3

The University retains the right to discipline to the extent of discharge engineers who violate this Article.

Section 4

The Union retains the right to protest and appeal any action constituting discipline and/or discharge administered to any engineer or engineers by the University under this Article through Article 16, Grievance Procedure.

Section 5

Refusal to cross a picket line of another union representing engineers of the University and authorized by the Central Labor Council in the jurisdiction of the Union and the International Union of Operating Engineers shall not constitute violation of this Agreement.

ARTICLE 25 - AFFECT OF AGREEMENT

Section 1

The University and the Union acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement and that this Agreement constitutes the agreement arrived at by the parties.

Section 2

Except as otherwise provided for in this Agreement, the University and the Union during the term of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject matter not specifically referred to or covered by this Agreement even though such subject matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 26 - TERM OF AGREEMENT

Section 1

This Agreement shall become effective October 1, 2011 and will remain in full force and effect until midnight 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, amend or terminate said Agreement.

- A. The parties agree that at least sixty (60) days prior to September 30, 2016 each party shall be entitled to reopen any of the Articles in the Agreement.

Section 2

For purposes of negotiating a successor Agreement, the Union will send written notice to the University specifying new subjects or sections of this Agreement it proposes to negotiate. Those provisions, sections or subjects of this Agreement not opened by said notice or by subsequent mutual agreement shall automatically become a part of any successor Agreement.

IN WITNESS WHEREOF, the Parties have hereunto affixed their hands this day of
October ____, 2011.

For the University

For the Union

David J. Philpott
Director of Employee and Labor Relations
Chief Negotiator

Jerry Kalmar
Business Manager

Mike London
Assistant Vice President for
Facilities Management
Negotiating Team

Madison Bland
President

Tim Eggen
Business Representative
Chief Negotiator

Chris Biancalana
Negotiating Team

Paul Hansen
Negotiating Team

Side Letter of Agreement

The parties agree there shall be a sufficient number of engineers available during the last two weeks of August and first two weeks of September. This language shall be read in conjunction with Article 10, Section 2, (A) paragraph 1.

Jerry Kalmar

David J. Philpott

Date

Date

Off Site Side Letter

The University agrees that Local 39 shall operate on site building facilities and all off site commercial properties within the City and County of San Francisco.

The parties understand this side letter is written in reference to the July 30, 1999 letter from Glenn Loomis to Don Vincent, is non-arbitrable, only covers buildings the University is responsible for the operation and maintenance, and does not amend the recognition clause.

Jerry Kalmar

David J. Philpott

Date

Date