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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE UNIVERSITY OF SAN FRANCISCO

AND

THE OFFICE AND PROFESSIONAL  
EMPLOYEES INTERNATIONAL UNION,  
LOCAL 3, AFL-CIO

Effective Dates:

June 1, 2014 – September 30, 2018



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This AGREEMENT is entered into as of April 29, 2014, by and between the UNIVERSITY OF SAN FRANCISCO, a California non-profit corporation, ("University"), and OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, LOCAL 3, OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION, AFL-CIO, CLC, ("Union").

## **ARTICLE 1 - RECOGNITION**

### Section 1

The University recognizes the Union as the exclusive bargaining representative for all office clerical employees employed at the University excluding professional employees, confidential employees, temporary employees, supervisors and watchmen as defined by the National Labor Relations Act, as amended, and in certification of representation issued by the National Labor Relations Board, dated at San Francisco, California, August 30, 1973.

## **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 by this Agreement, the University retains the right to make and implement decisions and to take whatever action the University deems necessary which may affect the terms and conditions of employment of the employees covered by this Agreement.

### 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 an employee who works thirty-seven and one-half (37 1/2) hours a week and has successfully completed the probationary period.

### Section 2

Positions that are ordinarily or customarily filled by Union employees shall not be held by students.

### Section 3

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

### Section 4

- A. A temporary employee is an employee who works temporarily at any percentage of time, fixed or variable, for a period of time not to exceed six (6) months.
- B. A temporary position becomes non-temporary when a temporary employee holds a

position for six (6) consecutive months while working twenty (20) hours or more a week. The University and the Union may mutually agree in writing to extend the length of time a temporary employee may hold a temporary position for two (2) additional months up to a maximum of eight (8) months.

- C. Employees in temporary positions may be released or assigned reduced schedules at any time and for any reason with no recourse under Article 18, Grievance Procedure.
- D. A temporary employee is automatically terminated as of the last day of the appointment unless terminated earlier by the employee or the University.
- E. If a temporary employee attains non-temporary status, the supervisor shall determine the length of probationary period, but such probationary period may not exceed seven (7) months. Temporary time spent in a position shall count toward the probationary period. The supervisor may reduce or waive the probationary period based on the amount of time the employee worked in temporary status. Such reduction or waiver is at the sole discretion of the supervisor and is not subject to Article 18, Grievance Procedure.
- F. Temporary employees will receive pay at the in-hire rates of pay for the corresponding classification.
- G. Temporary employees will receive holiday pay excluding the days between Christmas Day and New Year's Day.
- H. The following Articles do not apply to temporary employees:
  - Article 8 Vacation
  - Article 9 Leaves of Absence
  - Article 10 Sick Leave
  - Article 12 Seniority
  - Article 14 Promotion, Demotion and Transfer
  - Article 15 Layoff and Recall
  - Article 18 Grievance Procedure
  - Article 19 Discipline and Discharge
  - Article 22 University Health and Welfare Benefits
  - Article 23 Retirement Plan
  - Article 24 Technological Innovations
  - Article 29 Employment of Union Members
  - Article 30 Tuition Remission

Section 5

Provisional Employees

- A. A provisional employee is an employee who works for the purpose of completing work associated with a particular program and/or project related to the work routinely performed by bargaining unit employees. Provisional employees, when hired, shall be notified of their salary and their beginning and ending dates of employment. Provisional employees may be appointed for terms of up to one year in duration, or such term as mutually agreed in writing by the Union and the University. Provisional employees may be released or assigned reduced schedules at any time and for any reason and with no recourse under Article 15, Layoff and Recall.

- B. Provisional employees shall join the Union pursuant to this Agreement. Provisional employees shall have the same coverage under this Agreement as temporary employees and eligibility for the following benefits based upon their length of employment; Article 7 (Holidays), Article 8 (Vacation), Article 10 (Sick Leave), Article 22 (Health and Welfare Benefits), and Article 23 (Retirement Plan). Provisional employees are covered by Article 18 (Grievance Procedures) but may not take grievances to arbitration, without the mutual written agreement of the University and the Union. Provisional employees and the Union may not grieve the terms of this Article.
- C. If a regular full-time Union position becomes available, a provisional employee shall be considered for the new position if the provisional employee applies for the position and meets the University's criteria for appointment. If appointed, provisional employees must successfully complete a probationary period prior to appointment to a regular full-time position. Probationary periods may be waived at the sole discretion of the University. Provisional employees who are transferred or leave a department for another area in the University, for any reason, must do so with written permission from the Dean, or Vice President or University designee. Failure to obtain written permission may invalidate such transfer.
- D. Upon written request, provisional employees who become regular University employees pursuant to this Agreement may, at the University's discretion, be awarded seniority and certain related benefits retroactive to their original date of hire. In such cases, the decision of the University to make this award shall be final and is not subject to Article 18, Grievance Procedure.

#### **ARTICLE 4 – HOURS OF WORK**

##### Section 1

A standard work week is a period of time consisting of seven (7) consecutive days, commencing Monday morning (12:01 a.m.) and ending midnight the following Sunday.

##### Section 2

- A. The length of the work day for full-time employees shall be seven and one-half (7-1/2) hours within an eight and one-half (8-1/2) hour day. The length of the work week for full-time employees shall be thirty-seven and one-half (37-1/2) hours within a five (5) consecutive day period between Monday and Saturday.
- B. The regular work week shall routinely consist of five (5) consecutive days from Monday through Friday beginning at 8:30 a.m. and ending at 5:00 p.m.
- C. Less than full-time employees shall be assigned to a work week and work day schedule as determined by the University. In no event shall the number of hours for part-time employees be less than twenty (20) hours per week.

##### Section 3

The University shall, whenever possible, provide thirty (30) working days advance written notice to an employee of any long-term change or alteration in the employee's work day, work week or work hours. If the thirty (30) working days advance written notice is not possible, the University shall provide at least fifteen (15) working days advance written notice to the employee of such

long-term change or alteration, unless such notice is delayed by a force majeure event (unforeseeable and verifiable circumstance). The University shall also provide written notice to the Chief Steward and the Union. Provision or non-provision of such notice to the Chief Steward or Union shall not be subject to Article 18, Grievance Procedure or arbitration. The University shall not make more than four (4) schedule changes per year for any employee.

#### Section 4

- A. An employee may submit a written request to his/her immediate supervisor for a permanent change to his/her work day, work hours or work schedule. Such request must be submitted thirty (30) working days in advance of the requested change. An employee may not submit more than four (4) such requests per year.
- B. Subject to operational needs, the University shall consider length of University service, skills, abilities and qualifications of both the employee who made the request and the employees who usually perform the work prior to deciding upon the employee's request for such permanent change.
- C. The immediate supervisor shall notify the employee in writing of the approval or denial of the employee's request.

#### Section 5

##### A. Flexitime

Flexitime is voluntary and shall be available to all Union employees. Employees who choose flexitime are subject to all other provisions of this Agreement unless such provisions specifically conflict with the flexitime program. Acceptance in the flexitime program requires prior written approval by the supervisor and is not guaranteed. Employees accepted into the flexitime program must stay on flexitime for at least six months unless they are excused in writing by the supervisor. The University may require an employee to end participation in the flexitime program due to operational needs upon two (2) weeks written notice to the employee.

The University and the Union will establish a joint committee comprised of an equal number of University and Union members, for the purpose of exploring new flexitime options. These options will include, but not be limited to, maintaining flexitime as is currently in the collective bargaining agreement (Section 5); possible new work schedules, e.g., 7:00 a.m.-3:30 p.m.; and/or a 4-day work week. The committee will be established no later than November 15, 2008, and will conduct a comprehensive review of the flexitime needs of the OPE membership and the business needs of the University.

Articles concerning overtime, holidays, sick leave, scheduled days off, and similar issues may be modified as follows for employees on flexitime. Issues concerning flexitime shall not be subject to Article 18, Grievance Procedure.

##### B. Scheduled Days Off, Holidays

If a flexitime employee works on a scheduled day off, pay will be at the overtime rate. If a holiday falls on a flexitime employee's scheduled day off, the employee will ordinarily receive (or observe) the holiday on the Thursday before the holiday. An alternate date may be mutually agreed upon by the employee and the supervisor. Flexitime employees who work on a holiday shall be paid at the regular rate and shall receive another day off at a mutually agreed upon date.



C. Overtime

In order to comply with state and federal overtime requirements, the standard work week will be shifted to begin and end at Friday noon. Overtime shall be any time worked over a standard work day or work week and assigned time worked over 37.5 hours in one (1) week or 75 hours in a two week period. The work week may be flexible for employees as long as the routine working period does not rise above 37.5 hours in one week, or 75 hours in a two week period.

D. Leave or Vacation

Employees shall be eligible for leave or vacation consistent with this Agreement as modified by their approved flextime schedule.

E. Work Week Schedules

Following is an example of a flextime schedule for a seventy-five (75) hour two week pay period:

	Mon	Tues	Wed	Thurs	Fri	Mon	Tues	Wed	Thurs	Fri
Emp.#1	8.5	8.5	8.5	8.5	7.0	8.5	8.5	8.5	8.5	off=75
Emp.#2	8.5	8.5	8.5	8.5	off	8.5	8.5	8.5	8.5	7.0=75

F. The parties agree that during certain periods of time (e.g., graduation, registration) all employees may have to work regular schedules or work hours assigned prior to their flextime schedule. In such cases, employees will not be eligible for overtime which would have been due were they on flextime schedules. Employees will be notified about schedule changes as far in advance as possible.

**ARTICLE 5 – REST PERIOD AND MEAL PERIODS**

Section 1

Employees shall be granted a sixty (60) minute non-paid lunch period except that by mutual agreement between the employee and the supervisor, the employee’s lunch period may be less than sixty (60) minutes but not less than thirty (30) minutes.

Section 2

Employees shall be granted a one-half (1/2) hour mealtime period for two and one-half (2-1/2) hours or more worked beyond the seven and one-half (7-1/2) hours on any regular working day, and shall receive a cash voucher of \$5.00 toward the cost of a meal. The one-half hour mealtime period may be extended up to a maximum of one (1) hour with the supervisor’s approval. If Saturday and Sunday are premium days (i.e., not regularly scheduled days) and the employee’s routine meal schedule is interrupted by work, the employee, after three and one-half (3-1/2) hours of work on Saturday or Sunday shall receive \$5.00 toward the cost of a meal.

Section 3

Each employee shall be granted two fifteen (15) minute rest periods each work day, one in the morning and one in the afternoon. Rest periods may not be taken at the beginning or end of a work period or accumulated for use at a later time.

## **ARTICLE 6 – OVERTIME**

### Section 1

Overtime is defined as time worked which exceeds the hours of a full-time employee's daily schedule of seven and one-half (7-1/2) hours on pay status or exceeds thirty- seven and one-half (37-1/2) 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 or vacation leave.

### Section 2

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

- A. For all work performed in excess of seven and one-half (7-1/2) hours in any work day;
- B. For all work performed in excess of thirty-seven and one-half (37-1/2) hours in any work week for which overtime has not previously been earned;
- C. For all work performed on the sixth consecutive day of work in a work week for which overtime has not previously been earned.

### Section 3

The rate of two (2) times the regular rate of base pay shall be paid for the following overtime:

- A. For all work performed on the seventh consecutive day of work in a work week for which overtime has not previously been earned.

### Section 4

The payment of overtime rates for any hour eliminates that hour for any other overtime calculation.

### Section 5

- A. The University shall decide when overtime is needed and which employees will be assigned overtime. 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. Employees who prefer not to be scheduled to work overtime must notify their immediate supervisor in writing of their preference not to work overtime. Such written notice must be received by the employee's immediate supervisor no later than each anniversary date of this Agreement. In assigning overtime, the University will take into consideration such written preference; however, such written preference will not preclude the University from assigning overtime work to employees who provide such notice.
- D. Under ordinary circumstances, the University shall rotate overtime within each department based on seniority among those employees who have notified their

department of their desire to be assigned overtime work. Ordinarily, the employee with the greatest seniority will be assigned the first overtime work. Thereafter, each following overtime assignment will be assigned to employees in descending order of seniority. In the event the employee is unable to work the overtime, such overtime will be assigned in order of seniority. When no employee requests to work the overtime or when the seniority list of employees desiring overtime is exhausted, the assignment of overtime shall be based on inverse order of seniority.

- E. The University retains the right to assign overtime work irrespective of seniority to those employees in the department who possess the skills, abilities and qualifications which are necessary to perform the required work.
- F. The University shall not require employees to work an unreasonable amount of overtime.
- G. In lieu of overtime pay, an employee may receive compensatory time off at a rate of one and one-half (1 1/2) hours for each hour of employment (or more if a higher rate of overtime is due). Compensatory time-off may be earned if:
  - 1. The compensatory time off is provided under provisions of this Agreement; and,
  - 2. The employee has requested, in writing, compensatory time off in lieu of overtime compensation and has received the supervisor's approval; and,
  - 3. The employee is regularly scheduled to work no less than 37 1/2 hours in a working week.
- H. Compensatory time off must be taken at a mutually agreed upon date prior to the end of the next pay period following the pay period in which the overtime was earned.

## **ARTICLE 7 – HOLIDAYS**

### Section 1

The following twelve (12) days are designated as paid holidays..

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

### 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.

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 the month.

Section 5

For all work performed on a holiday, as defined in this Article, in addition hereto, the employee shall receive another work day off at regular time wages, said day to be selected by the employee and subject to prior approval by the supervisor at least five (5) working days in advance. Subject to the operational needs of the University, the alternate holiday selected by the employee shall not be unreasonably denied. Holidays may not be accrued.

**ARTICLE 8 – VACATION**

Section 1

- A. Effective December 1, 2014, the University will credit 2 days (one time only) of vacation for employees with less than four (4) years of service.
- B. Effective March 1, 2015, employees shall accrue vacation leave each month based on the number of hours in pay status according to the following accrual rates:

<u>Years of Continuous Employment</u>	<u>Rate of Accrual Per Year</u>
Date of hire through the end of the third (3rd) year	Twelve (12) days
Beginning of the fourth (4th) year through the end of the seventh (7th) year	Fifteen (15) days
Beginning of the eighth (8th) year through the end of the ninth (9th) year	Twenty (20) days
Beginning of the tenth (10th) year through the end of the fourteenth (14th) year	Twenty-two (22) days
Beginning of the fifteenth (15th) year and thereafter	Twenty-five (25) days

- C. Following completion of the probationary period, eligible employees may use up to five (5) days of accrued vacation. Vacation cannot be used during the employee's probationary period, except for during those days that the University is closed during Christmas week.
- D. Employees may use accrued vacation in one-half ( $1/2$ ) day segments provided the employee receives prior approval from the supervisor in accordance with Section 7 of this Article.
- E. Employees may use accrued vacation for observation of a religious holiday(s) provided that the employee receives prior approval from the supervisor in accordance with Section 7.

#### 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 ( $1/2$ ) 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 the maximum accrual amount may not accrue additional vacation leave until their vacation balance falls below the maximum accrual amount.

#### 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 ( $1/2$ ) the full-time working hours in the month excluding overtime.

#### Section 7

Vacation must be scheduled subject to the operational needs of the University and with prior supervisory approval. 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. Approval for vacation leave will routinely be granted in advance of the employee's requested vacation leave. Such leave will not be routinely denied except for reasons set forth in this article. Employees will not, as a matter of policy, be

required to split vacation leave requests. However, subject to the provisions in this article, employees may be required to take portions of earned vacation time at various intervals throughout the year.

Section 8

Pay for vacation shall be at the employee's regular time rate.

Section 9

An employee who separates from employment or who is separated from employment shall be paid for any earned and unused vacation through the employee's last day of work.

**ARTICLE 9 – LEAVES OF ABSENCE**

Section 1

Employees shall be employed for one (1) year to be eligible for leaves of absence, except as otherwise required by law. 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. Employees shall not be eligible for benefits during leaves of absences.

- A. Bereavement Leave. Non-probationary full-time or part-time employees shall be granted three (3) working days off with pay in the event of the death of an immediate family member. However, employees 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: wife, husband, LDA, child, sibling, parents, parents-in-law, grandparents, stepchildren, foster children living in the home, daughter-in-law, son-in-law or grandchildren.
- B. Personal Leave
  - 1. An employee who has completed one (1) year of employment may be granted five (5) days per year personal leave without pay with the approval of his/her immediate supervisor. The employee must, except in the case of emergency, request such leave seventy-two (72) hours (three working days) in advance.
  - 2. An employee who has completed one (1) year of employment may, upon application at least two (2) weeks in advance and with the approval of the immediate supervisor, be granted a personal leave without pay for a period up to two (2) months without loss of seniority. At the expiration of the leave and upon return to the University, the employee will be reinstated to the same or similar position held at the time the personal leave began. This leave may not be granted more than once in three (3) years.
  - 3. An employee who has completed one (1) year of employment and who applies for an education leave may be granted said leave for a period not to exceed one (1) calendar year without loss of seniority. The employee shall be offered the first available position of comparable status after the expiration of his/her leave

of absence.

C. Extended Leave

1. An employee who has exhausted his/her paid sick leave and vacation shall, upon written certification of illness or injury from a medical doctor, be granted a leave of absence without pay for a period of up to four (4) months from date of expiration of paid sick leave without loss of seniority.
2. If the extended leave is for four (4) months or less, the employee will, upon certification by a medical doctor of ability to return to work, be reinstated to the same or similar position held at the time the extended leave began.

D. Family Rights Leave/Pregnancy Disability Leave

The University complies with the federal Family Medical Leave Act (FMLA) and the California Family Rights Act (CFRA). These laws provide eligible employees with leave for up to 12 weeks per year to care for themselves and family members with serious medical conditions, or for personal medical issues or to bond with a newborn or adopted child. Employees seeking leaves under these laws shall contact Human Resources.

E. Family School Leave

An employee may take up to 40 hours each year, but no more than 8 hours per month, of unpaid time off for school activities which involve the employee's children and/or dependents. School activities include but are not limited to field trips, parent-teacher conferences, graduations, and similar activities. In such case, written notification shall be made to the employee's supervisor prior to such leave. Supervisors may request verification that such leave was used for the stated purpose.

F. Military Service

The parties agree to adhere to federal and state laws governing military leaves.

G. Public Service Leave

A non-probationary employee who is an active candidate for any elective political office may be granted a leave of absence without pay for a period of up to ninety (90) days for the purpose of actively participating in the campaign. Said leave will be without loss of seniority and the employee shall be offered the first available position of comparable status at the expiration of the leave.

H. Leave 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. The number of employees who may be on such leave at one time shall not exceed one (1). A non-probationary employee elected or appointed to an official position of the Union may be granted a leave of absence without pay for a period of the term of office up to three (3) years without loss of seniority and will be offered the first available position of comparable status at the expiration of the leave.

I. Eliminated Position

If, while an employee is on a leave of absence, the University eliminates the position held by the employee, the University will notify the employee of his/her layoff pursuant to Article 15, Layoff and Recall, and the employee will be afforded the same layoff rights

and considerations provided by Article 15.

J. Comparable Status

1. As used in this Agreement, comparable status with regard to available or vacant Union positions will be determined by criteria including, but not limited to the following: skills, abilities and qualifications.
2. In the event there are no available positions of comparable status, as determined by the University, the employee will be considered for available or vacant Union positions of comparable status for six (6) months from the employee's original return to work date.
3. If the employee is not placed in an available or vacant position of comparable status within the six (6) month consideration period, the University shall have no additional obligation to the employee under this Article.

Section 2

- A. Request for Leave of Absence. Except in cases of sick leave and bereavement leave, requests for leaves of absence 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 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.
- C. Reasonable Requests. A supervisor shall not deny an employee's request for a leave of absence unless such leave would interfere with the operational needs of the department.

**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 for each month worked, accumulated to a maximum of seventy-five (75) days. Medical and dental appointments shall be deducted from the employee's accrued sick leave, if any, subject to reasonable advance notice to his/her supervisor unless unforeseen and verifiable emergencies prevent advance notice.

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 or 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 provide satisfactory documentation and/or verification for any absence due to



illness or disability which exceeds three (3) working days. 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 and certify illness or disability or from an authorized representative of a state licensed treatment program.

Section 4

An employee may use up to six (6) days of accumulated sick leave per calendar year when the employee is required to be in attendance or to provide care due to the serious illness of a member of the employee's immediate family, as defined in Article 9, Section 1A.

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 the working hours in the month.

Section 6

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 an immediate family member during the employee's vacation.

Section 7

The University shall draw on the employee's unused accrued vacation when the employee has used up all sick leave unless the employee notifies the University in writing not to do so.

**ARTICLE 11 – 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 12 – SENIORITY**

Section 1

Seniority means length of service in paid status in either equivalent hours or months. All time spent in non-pay status, except as provided in Section 3 of this Article, shall not apply toward seniority.

Section 2

Probationary Period

- A. Employees shall complete a probationary period of four (4) months of continuous service 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 completion of the probationary period. Probationary employees returning after a break in service must commence a new probationary period.
- B. The University retains the right to extend an employee's probationary period for a period of time not to exceed three (3) months. The University shall notify the employee in writing at least five (5) working days prior to the effective date of any extension of the probationary period and specify the length of such extension.
- 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 18, Grievance Procedure.
- D. Probationary period employees may not transfer nor be promoted during their probationary period.
- E. 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 employee shall sign and date the form. A copy of the form shall be given to the employee.
- F. The seniority of a probationary employee who successfully completes the probationary period commences on the employee's initial date of hire into full-time or part-time position. The University shall furnish to the employee a certification of date of employment, rate of pay and position classification.

Section 3

Termination of Seniority. Seniority rights for employees shall terminate under the following conditions:

- A. Voluntary resignation.
- B. Discharge for just cause as set forth in Article 19.
- C. Failure to return from a leave of absence as set forth in Article 9.
- D. Failure to return from a layoff as provided in Article 15.
- E. A layoff which exceeds twelve (12) consecutive months.
- F. An illness, disability or industrial injury which extends for a period of more than four (4) months from expiration of paid sick leave.
- G. Absence from work for more than three (3) consecutive working days without the employee's having contacted his/her supervisor, or supervisor's designated representative. 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 matters shall be subject to Article 18, Grievance Procedure.
- H. Acceptance of other employment outside the University while on authorized leave.

**ARTICLE 13 – EVALUATIONS**

Section 1

- A. The University shall evaluate full-time and part-time non-probationary employees at least once annually in March. At the time of the evaluation, the supervisor shall meet with the employee to review the employee's job performance. The supervisor and the employee shall complete and sign the agreed-upon evaluation document. The employee shall have the opportunity to provide written comments concerning the evaluation. These comments, if any, shall be attached to the employee's evaluation and placed in the employee's personnel file.
- B. The University shall schedule an informal meeting between each full-time and part-time non-probationary employee and the employee's supervisor at least once annually in October.

Section 2

- A. In the event an employee does not receive a written performance evaluation, the employee may within ten (10) working days after the date the evaluation was due make a written request for an annual evaluation 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 Review with the employee in accordance with this Agreement.

## **ARTICLE 14 – 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

- A. When a job opening occurs, the position shall be posted by the University on the Human Resources Bulletin Board and the USFJobline for a minimum of five (5) working days. Posting will also be sent to stewards designated by the Union and to 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.
- B. All notices shall include the job title, classification, salary, qualifications, and a general description of the job duties. Only employees who are qualified and make application in writing or electronically on forms provided by the University for that purpose will be considered for the job by the University.
- C. The University shall provide written notice of its hiring decision to all individuals who applied for such vacancy. The University shall deliver a copy of the job offer to the Chief Steward.

### Section 3

Criteria for Promotion. A promotion shall be determined by the University and shall include 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 the Article 18, 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.

### Section 6

Part-time employees shall be considered for full-time employment prior to the hiring of new employees as provided by this Article.

## ARTICLE 15 – LAYOFF AND RECALL

### Section 1

- A. In the event that the University determines that a reduction of the number of employees in the bargaining unit is necessary, staffing will be reduced in accordance with this Article.
- B. Employees selected for layoff(s) will be in inverse order of seniority providing the residual employees possess the skills, abilities, and qualifications to perform the work of the remaining positions. The University may retain employees irrespective of seniority who possess skills and abilities which are necessary to perform the ongoing functions of the department. Employees shall exhaust their layoff rights within their department prior to exercising layoff University-wide. In these instances, the employee shall displace employees in the same classification within their department provided the employee is qualified to perform the available work. Employees who are displaced will be able to exercise the same layoff rights under this Article.
- C. Employees who have been displaced due to a layoff will retain recall rights to their original classification and salary 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; including applicable salary increases, if any.
- D. The University reserves the right to transfer employees from one department to another due to reduction in the number of employees.
- E. For the purposes of this Article only, department is defined as one of the following:
  - President
  - Provost and Academic Vice President
  - Vice President, Business and Finance
  - Vice President, Communications and Marketing
  - Vice President, Development
  - Vice President, International Relations
  - Vice President, Information Technology Services
  - Senior Vice Provost, Academic Affairs
  - Vice Provost and Dean, Academic and Enrollment Services
  - Vice Provost, Planning and Budget
  - Vice Provost, Student Life
- F. In the event of a layoff, the University will provide a severance package consistent with University policy.

### Section 2

#### Notice of Layoff

- A. When the University selects a particular bargaining unit employee(s) for layoff, the University will give such employee written notice of the effective date of the layoff. Advance notice will be provided as follows:

The University will give, if feasible, thirty (30) calendar days notice of layoff. If less than thirty (30) calendar days notice is given, the University will give two (2) weeks

notice or two (2) weeks pay in lieu of notice.

- B. In the event of an anticipated layoff of five (5) or more employees on the same effective date, the University will, to the extent possible, give forty-five (45) calendar days notice to the Union. When the notice is provided regarding the layoff of five (5) or more employees, the University will, upon receipt of a timely request from the Union, meet with the Union to discuss the layoffs.
- C. The University will notify the Union within a reasonable time after the University notifies employees of their layoff. To the extent possible, the notices will be concurrent.
- D. The University will not be required to provide advance notice of layoff or pay in lieu of notice for layoffs resulting from a labor dispute or a force majeure (unforeseen and verifiable emergencies).

### Section 3

- 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 in their former grade levels shall receive their former rate of pay in addition to any wage increases to their classifications during the period of time they were on the Recall Eligibility List.
- B. The University shall not hire new employees while there are employees on the Recall Eligibility List who are available for recall and who possess the qualifications and abilities to perform the duties of these positions.
- C. Employees in layoff status who are recalled from the Recall Eligibility List shall serve a four (4) month performance review period. Ordinarily, at the midpoint of this period, the employee will receive a performance review from his/her immediate supervisor. Prior to the conclusion of the performance review period, the employee will receive a performance review evaluation from the immediate supervisor.
- D. Employees recalled from layoff status may at any time and for any reason during the four (4) month performance review period following such recall, be returned to layoff status with restoration of full recall eligibility status.

### Section 4

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

## **ARTICLE 16 – UNION STEWARDS**

### Section 1

The Union may elect or appoint ten (10) stewards, one of which the Union shall designate as Chief Steward. The stewards and the Chief Steward shall limit their Union activities to meal periods, rest periods and other times when the employees they represent are on non-work time.

### Section 2

OPE shop stewards will be invited to play a role in new staff orientation.

### Section 3

- A. A steward shall be granted time off not to exceed thirty (30) minutes of work time, or flexible meal time, to investigate grievances being filed in accordance with Article 18, Grievance Procedure. The steward shall obtain advance approval from his/her immediate supervisor prior to scheduling investigation activities.
- B. Investigative activities of the stewards are limited to the following:
1. A review of the grievant's personnel file.
  2. Meetings with the University representative(s) to whom written grievances are presented or to whom documents and information requests related to filed grievances are presented/signed or with whom time limit agreements are achieved.
  3. Informal resolution meetings held pursuant to Article 18.
  4. One-on-one meetings with the grievant. Such meeting(s) shall take place during the grievant's non-work time. In the event it is necessary for such meeting(s) to take place during the grievant's work time, the grievant must obtain prior approval from his/her immediate supervisor.
  5. Attendance at grievance meetings and Federal Mediation.
  6. Attendance at arbitration.

### Section 4

Upon request in accordance with Article 18, the Director of Employee and Labor Relations shall grant a steward reasonable time off during routine working hours in order to perform the activities listed in Section 3.B. above.

### Section 5

- A. The duties of the Chief Steward are limited to the following:
1. Receiving all written notices of layoff and recall of bargaining unit members.
  2. Receiving all written notices of warning, disciplinary and/or discharge action taken against any Union member.
  3. Receiving all notifications concerning Union membership.

- B. The Chief Steward shall be granted one (1) hour per week for Union business time to obtain records of Union membership. The Chief Steward shall notify the Director of Employee and Labor Relations and the Chief Steward's immediate supervisor forty-eight (48) hours in advance of such Union business time.
- C. In the absence of the Chief Steward, the University shall notify or advise any other steward or designated Union representative.
- D. Upon approval of their respective supervisors, the Chief Steward shall be granted flexible meal periods to investigate grievances, provided the time is used to meet with employees who are on their meal breaks or non-work time.

## **ARTICLE 17 – UNION REPRESENTATIVES AND ACCESS**

### Section 1

Union representatives shall be admitted to University premises to transact legitimate Union business. Access shall take place at reasonable times provided such visits are pre-arranged with the Director of Employee and Labor Relations or designee. Such visits shall not interfere with the work duties of any employee, and shall not take place in an employee's work area. Such visits shall not be for the purpose of organizing nor dues collection. For purposes of this Article only, employees' rest periods and meal periods are considered non-work time.

### Section 2

The above limitations shall apply during the employee's regular working hours only.

### Section 3

The University may designate a University representative to accompany the Union representative on all visits.

## **ARTICLE 18 – 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 I

- A. The grievant, with or without the assistance of his/her steward or Union Representative,



shall file the grievance with his/her immediate supervisor within five (5) working days from the date the basis for the grievance occurred. If grievant's immediate supervisor is not available within the five (5) working day filing period, the grievance may be filed with the immediate supervisor's supervisor. A copy of the grievance must be sent to the Director of Employee and Labor Relations.

- B. The grievance must contain a clear and concise statement of the basis for the grievance and include the remedy requested. If the grievance alleges a violation of this Agreement, it must state the specific article(s) and/or section(s) alleged to have been violated. The grievance form must be signed and dated by the grievant and/or his or her representative, if any.
- C. The grievant's immediate supervisor or the immediate supervisor's supervisor shall issue a written answer to the grievance within five (5) working days from the date the grievance was received. One copy of the answer shall be sent to the union steward and one copy filed with the Director of Employee and Labor Relations. If the grievance is unanswered at the expiration of five (5) working days, the grievance automatically proceeds to Step II.
- D. In the event that the grievance is not satisfactorily resolved at Step I, the grievant or steward or Union Representative may appeal the grievance to Step II. The grievance appeal must be submitted in writing to the Director of Employee and Labor Relations within five (5) working days from the date from which the Step I answer was given or became past due.
- E. For a grievance involving demotion, discharge, suspension or salary reduction, the grievant, or steward, or Union Representative must submit the grievance directly to the Director of Employee and Labor Relations within five (5) working days from the notification date of the demotion, discharge, suspension or salary reduction action. Such grievances shall automatically proceed to Step II.

#### Section 5

##### Step II

- A. The Director of Employee and Labor Relations shall schedule and convene a meeting with the grievant and the grievant's representative, if any, within ten (10) working days from the date the Step II appeal was received. In grievances involving disciplinary action relating to suspension, demotion, salary reduction or discharge, the Step II meeting shall be held within five (5) working days.
- B. During the Step II meeting, the parties shall attempt to resolve the grievance. Within five (5) working days following the Step II meeting, the Director of Employee and Labor Relations shall issue a written decision to the grievance and provide copies to the grievant and the Union.
- C. In the event that the grievance is not satisfactorily resolved at Step II, only the Union may appeal the grievance decision to Arbitration.

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

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 mailing of the University's Step II answer to the employee and Union.
- B. Appeals to arbitration not received by the Director of Employee and Labor Relations within the prescribed twenty (20) working days time period shall be considered untimely and shall not be subsequently re-appealed.

Section 8

University-Union Arbitration Review Conference (UUARC)

- A.
  - 1. If the Union appeals a grievance to arbitration, the parties shall meet prior to the arbitration hearing to review the issue(s) on appeal.
  - 2. The parties will jointly schedule the UUARC at least five (5) working days following selection of the arbitration date and at least thirty (30) working days before the arbitration date.
- B.
  - 1. At the UUARC, both the University and the grievant or his/her representative must present all known arguments, documents, facts, and evidence relevant to their respective cases, and identify any witnesses to be present.
  - 2. Prior to the conclusion of the UUARC, the parties will attempt to agree upon a submission statement to the arbitrator. Such statement shall be limited to the issue(s) to be heard by the arbitrator and the remedy(ies) sought. If the parties are unable to agree upon a submission statement, each party may present a submission statement to the arbitrator.
  - 3. Failure by either party to present all relevant arguments, documents, facts, and evidence and identify all witnesses known by, or should have been known by the party, shall preclude that party from introducing such arguments, documents, facts, evidence or witnesses at the arbitration hearing.
- C. If any relevant arguments, documents, facts, evidence, or witnesses previously unknown to either party at the UUARC become known to the party after the UUARC and before any arbitration hearing, that party shall inform the other as soon as practicable but no later than five (5) working days prior to the arbitration hearing. Upon receipt of such previously unknown information, the receiving party may request a meeting to discuss the matter. Such meeting will be scheduled through mutual agreement of the parties. If

either party opposes the introduction of the previously unknown information at the arbitration hearing, the issue will be placed before the arbitrator at the beginning of the arbitration hearing for the arbitrator's decision.

- D. If possible, the UUARC will be concluded no later than fifteen (15) working days prior to the scheduled arbitration hearing.
- E. The time limits, as established under this Agreement, may be extended by the parties upon mutual agreement, in writing and in advance of their expiration.

#### Section 9

- A. The arbitration shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association subject to the provisions set forth below.
- B. The parties may mutually agree to submit any grievances filed under this Article to Expedited Arbitration.

#### Section 10

- A. During the arbitration hearing, the Union and the University may examine and cross-examine witnesses under oath or affirmation and submit relevant evidence. The arbitrator shall not consider any evidence known to a party but not presented during any step of the grievance procedure. The parties shall not introduce settlement offers made during the grievance procedure as evidence in the arbitration hearing.
- B. If one of the grievance issues is whether the basis for the grievance is subject to arbitration, the arbitrator shall determine that issue prior to arbitration of the grievance. The arbitrator shall consider the arguments presented by the parties and shall provide a written decision, setting forth his/her findings, reasoning and conclusions on the issue.
- C. If the arbitrator determines the basis for the grievance is not subject to arbitration, the grievance shall be null and void.
- D. If the arbitrator determines the basis for the grievance is subject to arbitration, the hearing will continue under the same arbitrator.
- E. The Voluntary Labor Arbitration Rules of the American Arbitration Association shall apply except when this Agreement conflicts, in which case the terms of this Agreement shall apply.
- F. The arbitrator's award shall be based solely upon the evidence and arguments presented by the parties during the arbitration and upon any post-hearing briefs. Either or both parties may file post-hearing briefs with the arbitrator.
- G. Each party shall bear the cost of preparing and presenting its own case. The parties shall equally share the costs of the arbitrator.
- H. Upon the mutual written agreement of the parties, the arbitration may proceed under the expedited rules of the American Arbitration Association.
- I. The time limits related to the arbitration procedure may be extended by mutual written

agreement of the parties.

Section 11

- A. The responsibility of the arbitrator shall be to issue a decision on the specific grievance. The arbitrator shall be subject to the following limitations:

The arbitrator may not modify this Agreement. The arbitrator's decision is final and binding on parties.

Section 12

Selection of Arbitrator

A representative of the University and a representative of the Union shall work together to select an arbitrator to hear the complaint within five (5) working days after the receipt of the request for arbitration. If the parties are unable to agree upon an arbitrator within the five (5) working day period, they shall request the Federal Mediation and Conciliation Services to submit a list of seven (7) impartial arbitrators from which an arbitrator will be selected. Either party shall have the right to strike three (3) names from the list of seven.

Section 13

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 cannot be refiled.
- B. If at any step the University's representative fails to issue a written answer within 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 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, or Union as applicable, may have access to information relevant to the grievance, except confidential or personal information as defined by law. Each party 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 grievances are those grievances which involve more than one employee and have similar circumstances and facts. Union grievances must be designated as such on the grievance form at Step I and the grievance form must indicate all employees involved. Union grievances involving employees from multiple departments must be filed at Step II of the grievance procedure. Only the Union may file Union grievances.
- G. Modifications to the grievance after the Step I filing date may only be made upon mutual written agreement by the parties.

H. No retaliation is permitted against an employee who files and processes a grievance.

## **ARTICLE 19 – DISCIPLINE AND DISCHARGE**

### Section 1

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

### Section 2

The University may discipline an employee by oral reprimand, written warning, disciplinary suspension without pay, disciplinary demotion or disciplinary salary reduction.

### Section 3

- 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 expectation(s) 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 representative, if any, the University shall review with the employee and the employee's representative, if any, letters of warning, letters of disciplinary action and/or discharge action.

### Section 4

Letters of warning, disciplinary and/or discharge action must be given to the employee and the employee's Union Steward at the time the warning, disciplinary and/or discharge action takes place. Within three (3) working days from the date the employee receives such letter, the University shall send a copy of the letter to the Union and the Chief Steward in accordance with Article 16, Section 5. When feasible, any action taken by the University in accordance with this Article will be completed within fifteen (15) working days from the date the incident occurred.

### Section 5

- A. The University shall 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.
- B. The University shall remove a letter of warning and/or disciplinary action, from the employee's personnel file 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 and/or disciplinary actions of the same or similar kind for a two (2) year period following the date of such letter.

## **ARTICLE 20 – NON-DISCRIMINATION CLAUSE**

### Section 1

The University shall not discriminate against an employee because of his/her activity as a

member of the Union.

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 on the basis of race, color, religion, religious creed, ancestry, national origin, age (except minors), sex, gender identity, sexual orientation, marital status, medical condition (cured or rehabilitated cancer) or disability.

Section 3

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. Employees shall contact Human Resources or their Union representative to report a violation or complaint under the PSOUH.

Section 4

The University and the Union agree that the University will endeavor to treat all employees with dignity and respect and, in turn, employees will endeavor to treat their supervisors and the University with dignity and respect. The above clause shall not, nor shall any grievance pertaining to this language, be subject to the arbitration provision of this agreement.

**ARTICLE 21 – SAVINGS CLAUSE**

If a court of competent jurisdiction or an arbitrator 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 22 – UNIVERSITY HEALTH AND WELFARE BENEFITS**

Section 1

Health Insurance

- A. Employees shall be eligible for health and welfare benefits in the following manner:
  - 1. If hired on the 1st through 15th of the month, coverage is effective on the first of the month following the date of hire.
  - 2. If hired on the 16th through the end of the month, coverage is effective the first of the month following thirty (30) days of employment.
  - 3. All part-time employees assigned to work at least thirty (30) hours per week or 80% FTE shall be eligible to receive full University health and welfare benefits as provided by this Article.
  
- 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, 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.



Section 2

Dental Insurance

- A. 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.
- B. All part-time employees assigned to work between twenty (20) hours and twenty-nine (29) hours per week shall be eligible to receive dental benefits.

Section 3

Vision Plan Rates

Monthly employee contributions:	
Employee	\$4.90
Employee plus one	\$7.04
Employee plus two or more	\$12.61

Section 4

Employee Assistance Program

The University will provide an employee assistance program.

Section 5

Life Insurance

- A. The University will provide group term-life insurance of 1 times the annual base salary.
- B. Optional group term-life insurance (1, 2 or 3 times the annual base gross salary) and dependent group term-life insurance (up to \$2,000.00 for each dependent child and \$5,000.00 for the spouse) paid for by the individual employee, through payroll deduction, will be available.

Section 6

Long Term Disability Insurance

The University will provide long term disability insurance. After ninety (90) days of continuous disability, the plan pays 60% of base salary (up to \$12,000.00 per month, reduced by other income sources) plus the University's 10% contribution to the TIAA-CREF retirement plan.

Section 7

Koret Health and Recreation Center Use

- A. Full-time employees may use the Koret Health and Recreation Center facilities without charge.
- B. Part-time employees shall pay \$100 per year for use of the Koret Health and Recreation Center facilities.
- C. All other times and fees for employees, guests and/or dependents are at the employee's expense.



Section 8

Childcare Subsidy

Effective January 1, 2009, the University will provide childcare subsidies to OPE 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:

A.	Monthly Subsidy Amount (per employee)	
	<u>Staff Annual Salary</u>	<u>Monthly Subsidy</u>
	\$90,192 or less	\$405
	\$90,193 to \$111,636	\$365
	\$111,637 to \$143,535	\$324

Section 9

Retirement Health Care Coverage

- A. All full-time employees who are retired from the University, and who have three (3) years of accrued seniority, and are at least sixty (60) years of age, will be eligible to purchase health care coverage through the University at University rates up to the age of sixty-five (65).
- B. Retired full-time employees are eligible to purchase health care coverage for their dependents through the University at University rates up to the employee's sixty-fifth (65th) birthday. In such case, spouses of retired full time employees must be under the age of 65, and dependent children must be qualified dependents as defined by the IRS.
- C. Section 9 of this article is not subject to the arbitration provisions of the collective bargaining agreement.

Section 10

Commuter Subsidy (Clipper Card)

The University shall contribute \$65 per month to Commuter Subsidy effective May 1, 2014.

The University shall contribute \$70 per month to Commuter Subsidy effective September 1, 2015.

Section 11

Adoption Benefit

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

Section 12

Eligible employees must comply with all University policies and procedures.

**ARTICLE 23 – 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 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 24 – TECHNOLOGICAL INNOVATIONS**

Section 1

In the event of proposed technological changes which will affect positions held by Union employees, the University shall notify the affected employees and their steward fifteen (15) working days before such technological changes are made.

Section 2

The University will attempt, when feasible, to retain employees displaced by technological changes and/or equipment if the University determines that such retention is practicable.

**ARTICLE 25 – BULLETIN BOARDS**

Section 1

The University shall provide access to an electronic bulletin board for use by the Union.

Section 2

Use of the University campus mail shall be limited to matters involving Union business as they pertain to this Agreement and not matters which are controversial, political or inflammatory in nature. Use of the University campus mail for other Union or personal business shall not be authorized without written consent of the Director of Employee and Labor Relations.

**ARTICLE 26 – WAGES AND JOB CLASSIFICATIONS**

Section 1

- A. Effective October 1, 2014, wages for all classifications listed in Section 8, Exhibit A Job Classifications will be increased by 3%.across the board for all employees set forth in Exhibit A, Wage Schedule A.

- B. The minimum wage schedule as set forth in Exhibit A, Wage Schedule A will be adjusted by 3% commencing October 1, 2014 to reflect the changes in the compensation targets.
- C. Effective July 1, 2015, wages for all classifications listed in Section 8, Exhibit A, Job Classifications will be increased 1.5% across the board for all employees set forth in Exhibit A, Wage Schedule A.
- D. Effective July 1, 2015, a merit pool of 1.5% will be distributed by the University to eligible employees.
- E. The minimum wage schedule as set forth in Exhibit A, Wage Schedule A will be adjusted by 1.5% commencing July 1, 2015 to reflect the changes in the compensation targets.

Section 2

The University and the Union agree to reconvene the Joint Compensation and Classification Committee as set forth in Exhibit C, Addendum One, of the collective bargaining agreement. The committee shall review issues either party deems pertinent and report back to the negotiating parties. At such time when the committee makes a written report, the parties may agree to reopen sections of the collective bargaining agreement to negotiate any amendments to the contract. Absent agreement of the formal parties, all language shall remain at status quo.

Section 3

- A. Newly hired employees will ordinarily be placed in the hiring range for the corresponding classification pay policy line.
- B. Following successful completion of the probationary period, employees will receive a five percent (5%) wage increase.

Section 4

Promotion and Reclassification Increases

- A. When an employee receives a promotion or reclassification increase he/she will receive not less than a five percent (5%) wage increase; beginning with the employee's first day of work in the higher classification.
- B. The University retains the right to grant promotion and/or reclassification increases in excess of five percent (5%) and such exceptions shall not be precedent setting.
- C. Any promotion and/or reclassification action by the University at five percent (5%) or higher is not subject to Article 18, Grievance Procedure.

Section 5

To ensure that new staff obtain adequate training for the jobs that they are hired to do, any staff qualified to offer quality training who would like to volunteer is eligible to be a peer mentor. Details of how this program will work shall be finalized by December 31, 2009.

Section 6

The University may grant merit increases to eligible employees provided the employee's performance, competency, skill, ability and productivity warrant a merit increase. Employees will be eligible for consideration for merit increases during the University's fiscal year.

Ordinarily, merit increases will be effective on June 1. The University will determine the amount of, criteria for, and manner in which merit increases are granted. Merit increases are not subject to Article 18, Grievance Procedure.

Section 7

An employee may consult with his or her supervisor about changes within his/her job functions which may warrant reclassification. The employee's position shall be in writing and the supervisor will respond to the employee in writing. If this consultation does not resolve the matter, the employee and/or steward may request University review. If the matter is unresolved after such review, the employee and/or steward may file a grievance at Step II of the Grievance Procedure, without regard to time limits.

Section 8

- A. Job classifications set forth in Exhibit A, Job Classifications shall remain in effect for the term of this Agreement unless revised by the Classification and Compensation Committee.

EXHIBIT A  
JOB CLASSIFICATIONS

Accounting Assistant I	Office Assistant I
Accounting Assistant II	Office Assistant II
Accounting Assistant III	Office Assistant III
Accounting Assistant IV	Office Assistant IV
	Office Assistant V
	Office Assistant VI
	Office Assistant VII
	Office Assistant VIII
Library Assistant I	Program Assistant I
Library Assistant II	Program Assistant II
Library Assistant III	Program Assistant III
Library Assistant IV	Program Assistant IV
Library Assistant V	Program Assistant V

- B. Office Assistant VIII classification is limited to One Stop Employees and two (2) positions in Undergraduate Admissions.

**ARTICLE 27 – WORKING OUT OF CLASSIFICATION**

The University shall notify OPE Local 3 in writing when a full-time or part-time non-probationary employee's immediate supervisor or other colleague within the employee's office is on an excused leave of absence in excess of thirty (30) days.

Within ten (10) working days after such notification, the parties shall meet to discuss the effect of such leave on the employee's job duties. If the University determines that the employee is working out of classification, the parties will discuss providing the employee with additional compensation.

## **ARTICLE 28 – UNION SECURITY**

### Section 1

- A. All employees who were regular members prior to the effective date of this Agreement must maintain their membership in good standing during the term of this Agreement, as a condition of continued employment.
- B. All employees hired after the effective date of this Agreement shall, not later than thirty-one (31) days following their date of hire, become members of the Union and maintain membership in the Union in good standing for the term of this Agreement as a condition of continued employment.

### Section 2

The University, upon written notice and documentation that an employee has failed to maintain membership or Agency shop member status as required by this Agreement, shall terminate the employment of such employee.

### Section 3

The University agrees to withhold from the employee's paycheck any initiation fees, monthly dues or monthly service charges for which said employee is liable. Said withholdings will be authorized by the employee. The University shall, at monthly intervals, remit to the Union those monies withheld.

### Section 4

The Union indemnifies and holds the University harmless from any liabilities which may be incurred as a result of the implementation of this Article. This agreement to hold the University harmless shall include but not be limited to costs relating to any state and/or federal court action and fees the University may incur in any defense.

## **ARTICLE 29 – EMPLOYMENT OF UNION MEMBERS**

### Section 1

The University agrees to give persons referred by the Union equal consideration for employment when considering qualified applicants for a vacancy.

### Section 2

Whenever new employees are hired for job positions under this Agreement, the University shall:

Within two (2) weeks, notify the Union of such employment in writing, giving the date, place and job classification of the appointment, and the name of the employee(s). If the employee agrees, in writing, to permit the University to provide the Union with the employee's mailing address at the time of hire, the University shall do so.

## **ARTICLE 30 – 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, OPE members who have completed one year of full-time service may enroll in undergraduate or graduate programs. OPE members must secure written permission from their supervisor and/or Dean/Vice President before enrolling in a graduate program.

OPE 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 Dean/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 school/college, department/division. Absent this written request, the Dean/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 school/college, department/division as determined by the Dean/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 Dean/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 Dean/Vice President may request the employee discontinue educational leave if the Dean/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 Dean/Vice President.

### **ARTICLE 31 – NO STRIKE - NO LOCKOUT**

#### Section 1

During the term of this Agreement, neither Union employees nor the Union nor any of its officers, agents, or members may strike, cause work stoppages, slowdowns, or fail to fully and faithfully perform job duties and responsibilities or otherwise interfere with University operations.

Section 2

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

Section 3

The University may discipline or discharge any employee who violates this Article. Such University action shall be subject to Article 18, Grievance Procedure, but any grievance shall be limited to whether the employee(s) participated in activities which violate this Article.

Section 4

In the event that any dispute arises between the University and any of its employees or any unions representing or attempting to represent those employees, or if any dispute arises between any company doing business with the University and its employees or unions representing or attempting to represent those employees, such dispute shall not affect the rights and obligations of the parties established by the Agreement; and the parties shall abide by this Article even in the event of any strike or interference with delivery of services caused by a dispute described above.

Section 5

Notwithstanding Section 4 above, the University shall not require or request employees covered by this Agreement to perform the job duties of any other unions representing employees or attempting to represent them should a dispute arise between the University and said union or unions. This includes companies performing work for or supplying materials to the University and its employees and the unions which may represent or attempt to represent those employees. Should any such dispute between the University and any other unions result in a strike whereby picket lines are established, the University shall endeavor to protect the employees covered by this Agreement who are required by this Article to report for work.

Section 6

The University may recover from the Union any damages it may incur resulting from the Union's or Union members' breach of this Article. The Union may recover from the University any damages that it or Union members may incur resulting from a lock-out by the University.

**ARTICLE 32 – HEALTH AND SAFETY**

Section 1

The University shall provide a safe and healthy work environment for employees.

Section 2

The Union may appoint one (1) employee to the University's Health and Safety Committee. The University shall provide such employee at least one (1) hour per month work release time to attend committee meetings.

**ARTICLE 33 – JOINT UNIVERSITY-UNION RELATIONS COMMITTEE**

Section 1

The parties shall maintain the joint University-Union Relations Committee.



## Section 2

- A. University-Union meetings shall be held on a monthly basis or otherwise as mutually agreed by the parties.
- B. A maximum of four (4) Union employees and four (4) University management employees shall serve as the joint committee. The parties may select their respective committee members at their discretion.
- C. The Director of Employee and Labor Relations and the Union Business Manager or his/her designee shall serve as Co-chairpersons of the Joint Committee.
- D. The University shall provide Union employees on the committee work release at regular time pay not to exceed seven and one-half (7-1/2) hours per quarter to attend committee meetings.

## Section 3

- A. The Co-chairpersons of the Joint Committee shall be responsible to make arrangements for the scheduled Joint Committee meetings. The Co-chairpersons shall mutually agree to the agenda, time and place of the meeting.
- B. Items to be included on the agenda for the Joint Committee meetings are to be submitted at least ten (10) working days prior to the scheduled date of the meeting if at all possible.
- C. Appropriate agenda items for such meetings may include:
  - 1. Dissemination of general information of interest to the Parties.
  - 2. Health and safety matters limited to bargaining unit employees.
  - 3. Affirmative Action and Equal Employment matters limited to bargaining unit employees.
  - 4. Information regarding employment matters limited to bargaining unit employees such as personnel transactions and position vacancies.
  - 5. Information on topics of a general interest affecting bargaining unit employees which the Union committee members may wish to express.
  - 6. Additional items mutually agreed to by the parties for placement on the agenda.

## Section 4

It is expressly understood and acknowledged by the parties that the purpose of the Joint University-Union Relations Committee meeting(s) is not to re-enter into negotiations but rather to enter into discussions and provide and share information in the effort to resolve disputes and to promote harmonious relations between the parties. The result of such meeting(s) shall not be to change, eliminate, alter, modify or add to the provisions of this Agreement.

## Section 5

This Article shall not be subject to Article 18, Grievance Procedure nor any arbitration.

## ARTICLE 34 – DURATION OF AGREEMENT

### Section 1

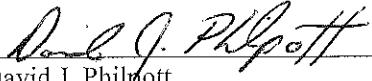
This Agreement shall become effective as of June 1, 2014, and shall continue in full force and effect through and including September 30, 2018, except as set forth below, and shall continue in effect thereafter from year to year unless either party serves written notice upon the other party at least sixty (60) days prior to the expiration date thereof of its desire to modify or terminate said Agreement.

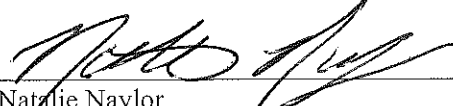
- A. The parties agree that at least sixty (60) days prior to October 1, 2016, Article 22, University Health and Welfare Benefits; Article 23, Retirement Plan and Article 26, Wages and Job Classifications (Including Addendum One) shall be reopened automatically.
- B. The parties agree that at least sixty (60) days prior to October 1, 2015 and October 1, 2016, 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 each June 1, unless the parties mutually agree to extend such articles for a specific period of time beyond each June 1, in which case the issue of retroactivity becomes part of the negotiations.
- D. The parties agree that in the event the articles and/or addenda listed in (A)(B) above expire on each June 1 or thereafter, Article 18, Grievance Procedure and Article 31, No Strike/No Lockout will likewise expire on each June 1 or thereafter.
- E. All other articles not re-opened shall be automatically extended.
- F. All articles of the Agreement are subject to renegotiation on the expiration of the Agreement, October 1, 2018.
- G. Effective June 1, 2013, if total USF enrollment drops or increases by 5% or more, upon request of either party, the parties shall return to the bargaining table to renegotiate salaries and benefits. In such event the census data collected during the preceding semester shall determine the baseline for enrollment. Should the parties renegotiate salaries and benefits pursuant to this Article, the Union may ask to open Article 3 (Definition of Employees) and Article 4 (Hours of Work). Should the parties renegotiate salaries and benefits pursuant to this Article all other articles of this Agreement shall remain in full force and effect.

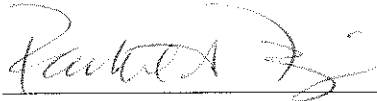
IN WITNESS WHEREOF, the Parties have hereunto affixed their hands this 29th day of April, 2014.

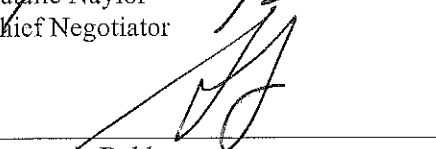
University of San Francisco

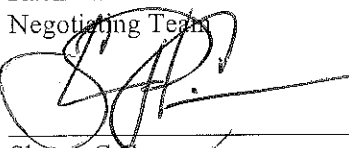
Office and Professional Employees


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

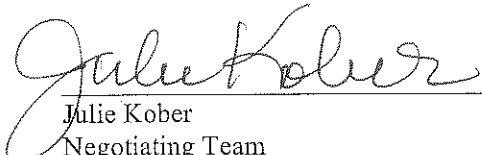
  
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Natalie Naylor  
Chief Negotiator

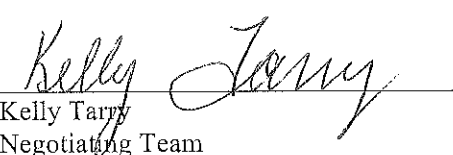
  
\_\_\_\_\_  
Rachel Frazier  
Negotiating Team

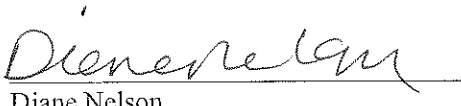
  
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Annmarie Belda  
Negotiating Team

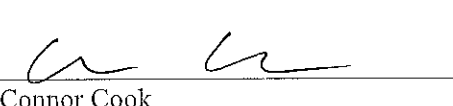
  
\_\_\_\_\_  
Shawn Calhoun  
Negotiating Team

  
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Krysten Cogswell-Elbers  
Negotiating Team


  
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Julie Kober  
Negotiating Team

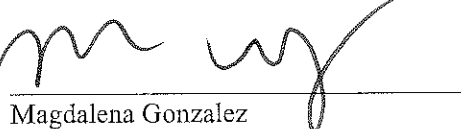
  
\_\_\_\_\_  
Kelly Tarry  
Negotiating Team

  
\_\_\_\_\_  
Diane Nelson  
Negotiating Team

  
\_\_\_\_\_  
Connor Cook  
Negotiating Team

  
\_\_\_\_\_  
Michele Centrella  
Negotiating Team

  
\_\_\_\_\_  
Kelci Baughman-McDowell  
Negotiating Team

  
\_\_\_\_\_  
Magdalena Gonzalez  
Negotiating Team

**EXHIBIT A**  
**WAGE SCHEDULE A**

Effective October 1, 2013

<b>Position Title</b>	<b>Minimum Hire-In Rate</b>	<b>Minimum After Probation Rate</b>
OA I	\$31,652	\$33,514
OA II	\$32,918	\$34,854
OA III	\$35,290	\$37,366
OA IV	\$36,680	\$38,837
OA V	\$39,433	\$41,753
OA VI	\$42,125	\$44,602
OA VII	\$44,652	\$47,279
OA VIII	\$46,884	\$49,642
Prog Asst I	\$32,601	\$34,519
Prog Asst II	\$36,680	\$38,837
Prog Asst III	\$39,433	\$41,753
Prog Asst IV	\$42,125	\$44,602
Prog Asst V	\$44,652	\$47,279
Lib Asst I	\$33,485	\$35,455
Lib Asst II	\$35,477	\$37,564
Lib Asst III	\$39,679	\$42,013
Lib Asst IV	\$42,208	\$44,691
Lib Asst V	\$44,652	\$47,279
Acct Asst I	\$32,918	\$34,854
Acct Asst II	\$36,680	\$38,837
Acct Asst III	\$39,433	\$41,753
Acct Asst IV	\$42,125	\$44,602
Acct Asst V	\$44,652	\$47,279

**EXHIBIT A**  
**WAGE SCHEDULE A**

Effective October 1, 2014

<b>Position Title</b>	<b>Minimum Hire-In Rate</b>	<b>Minimum After Probation Rate</b>
OA I	\$32,602	\$34,233
OA II	\$33,906	\$35,602
OA III	\$36,349	\$38,167
OA IV	\$37,781	\$39,671
OA V	\$40,617	\$42,648
OA VI	\$43,389	\$45,559
OA VII	\$45,992	\$48,292
OA VIII	\$48,291	\$50,706
Prog Asst I	\$33,580	\$35,259
Prog Asst II	\$37,781	\$39,671
Prog Asst III	\$40,617	\$42,648
Prog Asst IV	\$43,389	\$45,559
Prog Asst V	\$45,992	\$48,292
Lib Asst I	\$34,491	\$36,216
Lib Asst II	\$36,542	\$38,370
Lib Asst III	\$40,870	\$42,914
Lib Asst IV	\$43,475	\$45,649
Lib Asst V	\$45,992	\$48,292
Acct Asst I	\$33,906	\$35,602
Acct Asst II	\$37,781	\$39,671
Acct Asst III	\$40,617	\$42,648
Acct Asst IV	\$43,389	\$45,559
Acct Asst V	\$45,992	\$48,292

**EXHIBIT A**  
**WAGE SCHEDULE A**

Effective July 1, 2015

<b>Position Title</b>	<b>Minimum Hire-In Rate</b>	<b>Minimum After Probation Rate</b>
OA I	\$33,091	\$34,746
OA II	\$34,414	\$36,135
OA III	\$36,894	\$38,739
OA IV	\$38,347	\$40,265
OA V	\$41,226	\$43,288
OA VI	\$44,040	\$46,242
OA VII	\$46,682	\$49,017
OA VIII	\$49,015	\$51,466
Prog Asst I	\$34,084	\$35,789
Prog Asst II	\$38,347	\$40,265
Prog Asst III	\$41,226	\$43,288
Prog Asst IV	\$44,040	\$46,242
Prog Asst V	\$46,682	\$49,017
Lib Asst I	\$35,008	\$36,759
Lib Asst II	\$37,090	\$38,945
Lib Asst III	\$41,483	\$43,558
Lib Asst IV	\$44,127	\$46,334
Lib Asst V	\$46,682	\$49,017
Acct Asst I	\$34,414	\$36,135
Acct Asst II	\$38,347	\$40,265
Acct Asst III	\$41,226	\$43,288
Acct Asst IV	\$44,040	\$46,242
Acct Asst V	\$46,682	\$49,017

**EXHIBIT B**

**Letter of Understanding**

The University of San Francisco  
and  
The Office and Professional Employees International Union, Local No. 3  
  
Classification Grievances

The parties understand and acknowledge the deliberations of the Compensation and Classification Committee and any action taken or not taken pursuant to the Committee's recommendations or Addendum One are neither grievable nor arbitrable. Any action taken or not taken by the Committee is mutually exclusive and separate and distinct from individual grievances filed under Article 25, Section 9. Accordingly, grievances filed under Article 25, Wages and Job Classifications, Section 9, must stand or fall on their own merits. Any evidence and/or information presented during any step of the grievance procedure, including arbitration will neither reflect nor refer to any actions(s) and/or deliberation(s) of the Committee.

The parties further understand and acknowledge that this letter does not extend additional rights to bargaining unit employees beyond those rights currently provided by the Agreement.

For the University of San Francisco

For the Office and Professional  
Employees International Union, Local 3

\_\_\_\_\_  
Tom Matteoli  
Director of Labor Relations

\_\_\_\_\_  
Nancy Wohlforth  
Senior Business Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## EXHIBIT C

### ADDENDUM ONE (June 1, 1998)

#### **UNIVERSITY AND UNION COMPENSATION AND CLASSIFICATION COMMITTEE**

The University and OPE agree to reconvene the Compensation Committee-

The committee shall not have any authority to amend the labor agreement unless such amendment is by mutual agreement of the University and the OPE.

The committee shall fulfill its responsibilities and shall formally at the conclusion of two (2) years.

#### Section 1

The University and the Union agree to establish a University and Union Compensation and Classification Committee

#### Section 2

The Committee will review the market survey data, determine the job evaluation score and which classifications shall be reviewed and recommend to the parties the salary level for each classification reviewed. Such determinations may be retroactive to June 1, 1998. Disputes covering this section shall be given to the Associate Vice President for Academic Affairs for final determination.

#### Section 3

(a) The review will be limited to the following comparator institutions in the San Francisco-Oakland-San Jose Bay Area Labor Market:

Golden Gate University  
Saint Mary's College  
San Francisco State University  
San Francisco City College  
Santa Clara University  
University of California, San Francisco  
University of the Pacific, School of Dentistry

(b) The Committee will jointly determine and verify the data to be reviewed.

#### Section 4

(a) The Committee will be composed of five (5) members selected by the University and five (5) members selected by the Union.

(b) A representative from the University and the Union will serve as Co-Co-Chairperson, or their designees who are also members of the Committee.



Section 5

- (a) The Committee may meet two weeks following ratification of the Agreement by the Parties.
- (b) The parties agree that each will make good faith efforts to complete the work of the Committee.

Section 6

- (a) The Co-Chairpersons will determine the meeting date, time, and place.
- (b) The Committee will determine the length of each meeting; its operation guidelines and procedures and the frequency of meetings.

Section 7

- (a) The parties agree pursuant to Article 32 Duration of the Agreement to reopen Article 25, Wages and Classifications, of the Agreement, for purposes of negotiating and implementing the findings of the Committee.
- (b) Negotiations will be limited to (1) reviewing the findings of the Committee and (2) comparing the findings to select bargaining unit salaries, classifications and position descriptions.
- (c) Those matters which the Committee has jointly agreed will be implemented-
- (d) The parties may mutually agree to extend the negotiations pursuant to Article 32 of the Agreement.
- (e) In the event negotiations are not concluded, the issue of retroactivity becomes part of the negotiations.

Section 8

Pay Policy Line

- (a) The Pay Policy Line (PPL) is a salary trend line that relates the average pay for jobs in the labor market to the level of responsibility for each bargaining unit classification.
- (b) The PPL is derived from a plot of the job evaluation score for selected benchmark job descriptions which represent bargaining unit classifications against salary survey data collected from the comparator institutions listed in Section 3.
- (c) Each bargaining unit classification will be reviewed and given an evaluation rating or score.
- (d) The salary level for each bargaining unit classification is determined by the PPL. Each classification's relative position on the PPL is determined by the job evaluation score. Individual salaries may vary within the salary range as a function of service with the University and job performance.
- (e) A salary range minimum and maximum will be established for each bargaining unit

classification.

- (f) In the event the Committee finds one or more employees whose current salary exceeds the maximum of the PPL, the Committee will recommend to the University the appropriate action to resolve the issue. If the University either rejects or modifies the recommendation, the Union may bring the issue to reopener negotiations.
- (g) The Committee may revise job evaluation scores and salary.

Section 9

- (a) Following notification of placement, if the individual employee is not satisfied he/she may appeal to the Classification Panel.
- (b) The employee must file a written appeal with the Panel and a copy to Associate Vice President for Academic Affairs and the Senior Business Representative a written appeal within five (5) working days following notice of market line placement. The Panel will begin its review within ten (10) working days after receiving the appeal.
- (c) All appeals filed beyond five (5) working days will be considered untimely and not reviewed by the Panel.
- (d) The Panel will be composed of two (2) members selected by the University and two (2) members selected by the Union. However, the immediate parties of interest will not serve as Panel members.
- (e) The Panel will meet to review the placement materials. Any Panel member may request any witness to provide evidence or information. Any individual may decline to appear before the Panel. The Panel shall not have subpoena power.
- (f) Irrespective of the employee's appeal, the Panel's review shall be limited to the initial implementation of the pay policy line as the pay policy line relates to the assignment of the corresponding salary level.
- (g) The employee will be present during the Panel meeting. The employee may be self-represented or may be represented by his/her Steward or Union Representative. The employee and/or his/her representative must present all facts known at the time of the appeal.
- (h) Panel meetings shall be confidential and not open to the public or to members of the University community.
- (i) Any Panel member may request that the Panel meet in executive session.
- (j) Following conclusion of the appeal the Panel will deliberate and issue a written decision.
- (k) The decision of the Panel will be by majority vote, will be final and binding on all parties and will be issued within twenty (20) working days following submission to the Panel.
- (l) In the event the Panel cannot reach a majority decision, the original salary placement will

remain in effect.

- (m) The Panel will submit its decision to the University and the Union. The report will not include how individual Panel members voted.
- (n) In cases where the Panel cannot reach a decision, the Union in accordance with Article 33, Duration of the Agreement, may bring the unresolved case(s) to the reopener negotiations.

#### Section 10

Neither the deliberations and findings of the Committee nor the meetings and decisions of the Classification Panel are subject to Article 17, Grievance Procedure or any arbitration.

#### Section 11

- (a) Following initial classification pay policy line placement, the Compensation and Classification Committee will conduct a review of each bargaining unit position. The review will determine the placement of each bargaining unit position within a bargaining unit classification; the classification level and the corresponding pay rate pursuant to Article 25, Wages and Job Classifications (Exhibit A). The position review will begin on (June 1, 1991) and if possible conclude within three months (September 1, 1991).
- (b) In the event an employee, as a result of the position review, is reclassified to a higher bargaining unit classification, any retroactive wage increase will not exceed ninety (90) days.
- (c) Following written notification to the employee by Personnel Services of his/her initial position placement, if the employee is not satisfied with his/her position placement, he/she may appeal directly to the Compensation and Classification Committee by filing a written appeal with the Associate Vice President and the Union within ten (10) working days from notification of initial position placement.
- (d) The Compensation and Classification Committee will meet within (10) working days from receipt of appeal to discuss the appeal. If the Committee cannot reach a consensus on the appeal, the matter will be referred to the Manager of Compensation and Benefits for a review. The review may involve an on-site meeting with the employee.
- (e) If the appeal is referred to the Manager of Compensation and Benefits for a review, such review will be completed within forty-five (45) days. The Manager of Compensation and Benefits will discuss the results of the review and position placement with the Committee. If the review results in a reclassification to a higher bargaining unit classification, the University will not be required to provide more than ninety (90) days of retroactivity from the date of the employee's appeal.
- (f) If, following the review, the employee is still not satisfied with his/her position placement, the employee may file a written request for a meeting with the Compensation and Classification Committee to discuss his/her placement. Such requests must be filed by the employee with Co-Chairpersons of the Committee within five (5) working days following notification of the results of the appeal.
- (g) The meeting will take place within ten (10) working days following the employee's

request. The Committee will issue its decision within ten (10) working days following the close of the meeting. The decision of the Committee will be final. In cases where the Committee cannot reach a decision, the prior classification placement will remain.

- (h) The deliberations of the Committee, the manner of expending the available funds pursuant to Article 25, of the Agreement, the initial classification placement and any subsequent classification or reclassification actions by the Committee are neither grievable nor arbitrable.

**EXHIBIT D**

**Letter of Understanding**

The University of San Francisco  
and  
The Office and Professional Employees International Union, Local No. 3, AFL-CIO

Job Related Travel

Travel and attendance at conferences must be authorized by the University and conform to applicable University policies. Should an employee be required to travel as part of their job duties or required to attend a conference(s) due to related job requirements, travel related expenses as well as time spent on such activities, shall be paid. However, absent written authorization from the supervisor, an employee shall not be reimbursed for expenses referred to in this side letter.

For the University of San Francisco

For the Office and Professional  
Employees International Union, Local 3

\_\_\_\_\_  
Daniel J. Julius  
Associate Vice President  
for Academic Affairs

\_\_\_\_\_  
Nancy Wohlforth  
Business Manager  
Secretary-Treasurer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT E**

**Letter of Understanding**

OPE Use of Koret Recreation Center

Effective September 24, 2002

Part-time Union members will have access to the Koret Recreation Center and shall pay \$100 per year for use of the Koret Recreation Center. This shall include regular usage pursuant to University rules and regulations.

For the University of San Francisco

For the Office and Professional  
Employees International Union, Local 3

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David J. Philpott

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Conny Ford

**Exhibit F**

**Letter of Understanding**

Joint Committee Annual Performance Appraisal Guidelines

Effective September 24, 2002

1. The parties shall appoint up to three (3) representatives each to serve on a committee which will meet to recommend written changes regarding annual performance appraisal timelines to the University.
2. The committee shall meet approximately one month following ratification of the agreement by both parties and recommend changes to the annual performance appraisal timelines to the University approximately one month after the initial meeting. Timelines may be extended by mutual agreement.
3. The committee will specifically review the following:
  - all performance appraisal dates for supervisors and employees,
  - training / orientations for new employees regarding annual performance appraisal guidelines,
  - mid point review/evaluation,
  - follow up letters after merit is awarded,
  - follow up meeting to review mechanics of the annual performance appraisal process.

The committee deliberations, recommendations, actual merit based performance guidelines, and distribution of merit funds by the University are not grievable or arbitrable.

For the University

For the Union

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David J. Philpott

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Conny Ford

**Exhibit G**

**Letter of Understanding**

Joint Committee Annual Performance Appraisal Guidelines

Effective October 1, 2014

Each party shall appoint up to four (4) representatives to serve on a committee to review and recommend changes to the annual performance appraisal guidelines.

A written recommendation shall be made to the chief negotiators no later than December 1, 2014.

For the University

For the Union

\_\_\_\_\_  
David J. Philpott

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Natalie Naylor



**History**  
**EXHIBIT 1**

WAGES AND JOB CLASSIFICATION

Section 1

Effective June 1, 1992, wages for employees in classifications covered by the Agreement are set forth in Schedule A.

Section 2

Effective June 1, 1992, the salary of all bargaining unit employees with a Classification Comparison Ratio below .80 will be adjusted to .80.

Section 3

- A. Effective June 1, 1993, wages for the classification listed in Classification Exhibit A will be increased by 5.3%.
- B. Effective June 1, 1993, the minimum and maximum for all ranges set forth in Wage Schedule A will be adjusted by two (2) percent to reflect the changes in the compensation targets.
- C. The Compensation and Classification Committee as set forth in Exhibit G, shall be extended through 5/31/94.
- D. Effective June 1, 1994, wages for the classification listed in Classification Exhibit A will be increased by 4%.
- E. Effective June 1, 1994, the minimum and maximum for all ranges set forth in Wage Schedule A will be adjusted by three (3) percent to reflect the changes in the compensation targets.
- F. The Compensation and Classification Committee as set forth in Exhibit G, shall be extended through 5/31/95.
- G. Effective June 1, 1995, wages for classifications listed in Classification Exhibit A will be increased by three point four (3.4) percent across the board for all employees as set forth in Wage Schedule A.
- H. The minimum and maximum for all ranges as set forth in Wage Schedule A will be adjusted by two percent each year of the contract commencing June 1995 to reflect the changes in the compensation targets.
- I. The University and the Union agree to jointly develop merit based pay for performance guidelines through the Compensation and Classification Committee as set forth in Addendum One, Section 11.

- K. The Compensation and Classification Committee as discussed in Exhibit G, Addendum One (1) shall have an additional .5% of the unit salary as of June 1995 to address classification matters.
- L. Effective June 1, 1996, wages for classifications listed in classification Exhibit A will be increased by 2.5% across the board for all employees set forth in Wage Schedule A.
- M. Effective June 1, 1997, wages for all classifications listed in Classification Exhibit A will be increased 3.0% across the board for all employees set forth in Wage Schedule A.

**History**  
**EXHIBIT 2**

JOB CLASSIFICATIONS  
EFFECTIVE THROUGH 5/31/91

Grade 1

Office Assistant I  
Merchandising Clerk I

Grade 2

Office Assistant II  
Library Assistant I

Grade 3

Library Assistant II  
Accounting Assistant I  
Office Assistant III

Grade 4

Office Assistant IV  
Secretary I  
Cashier I

Grade 5

Secretary II  
Library Assistant III  
Accounting Assistant II

Grade 6

Office Assistant V  
Secretary III  
Cashier II  
Merchandising Assistant II

Grade 7

Office Assistant VI  
Secretary IV  
Library Assistant IV  
Accounting Assistant III  
Merchandising Assistant III

**History**  
**EXHIBIT 3**

**Letter of Understanding**

Promotion and Reclassification Increases

In order to standardize salary increases for bargaining unit employees following action to either promote or reclassify, the University and the Union agree to the following:

Bargaining unit employees currently assigned to R salary steps and either reclassified or promoted shall receive a five percent (5%) salary step increase. Such salary step increases shall be rounded to the nearest R salary step within the applicable salary grade.

Bargaining unit employees whose current salary level falls within the “Merit Zone” and are either reclassified or promoted shall receive a five percent (5%) salary step increase.

The University retains the discretionary right to grant or not to grant reclassification and/or promotion increases in excess of five percent (5%). Such exceptions shall be non-precedent setting.

Any action by the University concerning reclassification and/or promotion salary action at five percent (5%) or in excess of five percent (5%) set forth in this Letter of Agreement shall be non-grievable and non-arbitrable.

**History**  
**EXHIBIT 4**

**Letter of Understanding**

The University of San Francisco  
and

The Office and Professional Employees International Union, Local No. 3, AFL-CIO

The parties agree to work on implementing a flex-time proposal for represented staff.

**History**  
**EXHIBIT 5**

**Letter of Understanding**

The University of San Francisco  
and

The Office and Professional Employees International Union, Local No. 3

Allocation of Funds Agreed to During the 1991-1992 Reopener Negotiations

The parties have agreed during the 1991-1992 reopener negotiations that an amount of funds not to exceed \$186,000.00 or 6% of the office staff position budget will be allocated to the bargaining unit in the following manner.

Health and Welfare Benefits

The parties agreed that \$23,000.00 would be applied to offset the change in the employee contribution schedule for Blue Cross and Kaiser Two-Party and Family coverage. Bargaining unit employees will contribute 10% of the 1991-1992 rates for Two-Party and Family coverage.

Wages and Classifications

1. The parties have agreed to allocate approximately \$15,000.00 to adjust the compa-ratios of bargaining unit employees below .80 to .80 of the corresponding classification.
2. The parties have agreed that effective June 1, 1991 a \$.34 per hour increase will be applied to the rates of pay of all bargaining unit employees. The cost of this increase is \$87,000.00.
3. The parties have agreed to allocate approximately \$61,000.00 to the Compensation and Classification Committee to distribute to the bargaining unit pursuant to Article 24, Wages and Job Classifications and Addendum One, Section 12 of the Agreement.
4. The University will review the compa-ratios of all part-time bargaining unit employees. If, following the review, changes are needed to bring part-time employees to .80 of the compa-ratio, any funds needed will be taken from (3) above. However, if less funds are needed, any excess funds will be added to (3) above.
5. The University will complete its review in (4) above within five (5) working days from the date of this Letter of Understanding.
6. This Letter of Understanding is neither grievable nor arbitrable.

**History  
EXHIBIT 6**

**Letter of Understanding**

The University of San Francisco  
and  
The Office and Professional Employees International Union, Local No. 3, AFL-CIO

Child Care  
July 25, 1995

The University shall invite OPE members to participate in discussions concerning the potential for child care facilities available to University employees.

**History  
EXHIBIT 7**

**Letter of Understanding**

The University of San Francisco  
and  
The Office and Professional Employees International Union, Local No. 3, AFL-CIO

Flexible Work Schedules  
July 25, 1995

The University and OPE agree to establish a committee to study the issue of flexible work schedules and make recommendations to the University.

## MEMBER RESOURCES

### OPE Business Office:

Office and Professional Employees  
International Union Local No. 3 AFL-CIO  
1050 South Van Ness Avenue #201  
San Francisco, CA 94115  
Phone: 415-647-7776

### Union Representatives:

Natalie Naylor, Business Representative	natalie@opeiu3.org and 415-647-7776
Annmarie Belda, Shop Steward	415-422-6543
Krysten Cogswell-Elbers, Shop Steward	415-422-6357

### Office of the General Counsel

David Philpott, Director of Employee and Labor Relations	415-422-6822
	415-422-2458

### Office of Human Resources

Martha Peugh-Wade, Assistant Vice President	415-422-6707
Rachel Frazier, Director of Employee Benefits	415-422-2444
Diane Nelson, Director of Employment and Employee Relations	415-422-6707
	415-422-2441