

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE CALIFORNIA STATE UNIVERSITY EMPLOYEES UNION (CSUEU)  
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 2579**

**AND**

**UNIVERSITY ENTERPRISES, INC.**

**MAY 1, 2009 THROUGH APRIL 30, 2012**



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**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CALIFORNIA STATE UNIVERSITY EMPLOYEES UNION (CSUEU)  
SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 2579,  
AND UNIVERSITY ENTERPRISES, INC.**

This memorandum made and entered into this 1st day of May, 2009 by and between the UNIVERSITY ENTERPRISES, INC. (UEI), a nonprofit auxiliary organization of the CALIFORNIA STATE UNIVERSITY, SACRAMENTO, hereinafter referred to as the "Employer" and the CALIFORNIA STATE UNIVERSITY EMPLOYEES UNION (CSUEU), SERVICE EMPLOYEES INTERNATIONAL UNION (SEIU), LOCAL 2579 hereinafter referred to as the "Union."

**ARTICLE I – DEFINITIONS**

- 1.1 **Covered Employees** are all regular food service employees certified in the bargaining unit, employed by the Employer, who normally perform bargaining unit work in facilities operated by the Employer, excluding confidential, supervisory, management and casual/student employees defined as follows:
- 1.1.1 **Confidential Employee:** Any employee who is privy to information leading to decisions, or to the decisions of the Employer's Board, management, or supervisors, affecting employee relations.
- 1.1.2 **Supervisory Employee:** Any employee having authority on a continuing basis to exercise independent judgment in the interest of the Employer to hire, transfer, expend, lay off, recall, promote, discharge, assign, reward or discipline other employees, or having the responsibility to direct them, or adjust their grievances, or effectively to recommend such actions, provided the exercise of such authority is not merely of a routine or clerical nature, but requires the use of independent judgment.
- 1.1.3 **Management Employee:** Any employee having a significant responsibility for formulating and administering Employer policies and programs.
- 1.1.4 **Casual Employee:** Any employee routinely scheduled to work less than twenty (20) hours per week.
- 1.1.5 **Student Employee:** Any student employee routinely scheduled to work up to 30 hours per week.
- 1.2 A **Full-Time Regular Employee** is one who is regularly employed to work a predetermined work schedule of forty (40) hours per payroll week, but never less than twenty (20) hours per payroll week.

- 1.3 A **Part-Time Regular Employee** is one who is scheduled to work less than eight (8) hours per day or less than forty (40) hours per payroll week, but never less than twenty (20) hours per payroll week.
- 1.4 **Base Pay** is that hourly rate, excluding all differentials and premiums, as quoted in Appendix A.
- 1.5 **Continuous Service** is employment as a regular employee continuously from one's employment date, including time the employee is on compensated time off. Time spent on any approved unpaid leave of absence including layoff of less than six (6) calendar months does not constitute a break in service.
- 1.6 A **Facility** is the food service operation where the employee is regularly scheduled to work.
- 1.7 A **Grievance** is an alleged violation of one or more specific provisions of the memorandum or which involves the interpretation and application of, or compliance with, one or more specific provisions of this memorandum.
- 1.8 **Mechanization** is replacement of the essential elements of a job of a covered employee by a machine, an automated process, or a work-saving device.
- 1.9 A **Night Shift** is work performed before 6:00 a.m. and after 6:00 p.m. of the same payroll day.
- 1.10 **Overtime Work** is work performed by an employee in excess of eight (8) hours in any one work day or for all hours worked in excess of forty (40) hours in one work week or for all work performed on the sixth or seventh consecutive day of work within a work week or the sixth or seventh consecutive reporting day. Absence with pay for sick leave shall not be counted as time worked for overtime purposes.
- 1.11 **Payroll Day** is a twenty-four (24) hour period beginning at the same hour as the payroll week begins.
- 1.12 **Payroll Week** is the seven (7) day period beginning at 12.01 a.m. Sunday, or at the shift changing hour nearest to that time.
- 1.13 A **Predetermined Work Schedule** is a good-faith written schedule posted, during the academic year, twenty one (21) calendar days ahead of the assignments shown thereon by management, subject to reasonable changes.
- 1.14 **Probationary Period** - A regular employee shall be on probationary status during the first six (6) calendar months of employment.
- 1.15 **Reporting Day** is any day an employee is required to report to work.

- 1.16 A **Shift** is a work schedule that is not interrupted except for a bona fide rest or meal period.
- 1.17 **Shift Differential** is premium pay for working a night or split shift.
- 1.18 A **Split Shift** is a work schedule which is interrupted by non-working periods other than bona fide rest or meal periods.
- 1.19 A **Step Increase** is one to which the employee is entitled by reason of length of continuous service, within classification steps.
- 1.20 **Temporary or Seasonal Layoff** is the time during which California State University, Sacramento normally reduces its operation during summer months and at other recess periods.
- 1.21 **Workweek:** The workweek shall be five (5) consecutive workdays, with two (2) consecutive days off.
- 1.21.1 **Definition:** A normal workweek begins at 12:01 a.m. Sunday and ends at 12:00 midnight on the following Saturday.
- 1.22 **Work year:** The normal work year shall be the period of September through May, based on the California State University, Sacramento academic calendar.
- 1.23 **Immediate family** is defined as spouse or domestic partner as defined by California law, children, parents, siblings, in-laws, legal guardians, grandparents, grandchildren, or members of the immediate household.

## ARTICLE II - UNION RIGHTS

- 2.1 **Recognition:** The Employer hereby recognizes the Union as the exclusive bargaining organization for its covered Food Service employees for the purposes of negotiating wages, hours and other terms and conditions of employment on behalf of covered employees excluding confidential, supervisory, management, and casual/student employees.
- 2.2 **Notice of Recognition:** The Employer shall, on the effective date of this memorandum, for those employees employed on that date and on the date of hire for those employees employed after that date, notify all employees covered by this memorandum of the existence of the memorandum. The Employer shall provide a copy of the memorandum to all covered employees.
- 2.3 **Organizational Security:** As a condition of continued employment, an employee covered by this memorandum, within thirty-one (31) days following the execution date of the memorandum must either join the Union or pay to the Union a service fee in an amount not to exceed their standard initiation fee and periodic dues for the term of this memorandum.

However, any employee who is a member of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting any Union shall not be required to join or financially support any Union. Such employee will be required, as a condition of employment, in lieu of periodic dues, initiation fees, or service fees, to pay sums equal to such fees to a non-religious, non-labor charitable fund exempt from taxation under Section 501 (c)(3) of the Internal Revenue Code. Proof of such payments shall be made on monthly basis to the Employer as a condition of continued exemption from the requirement of financial support to the Union.

Employees who fail to either join the Union or render a service fee to the Union, will, upon notice of such action in writing from the Union to the Employer, be terminated within fourteen (14) days of such notification.

- 2.4 **Dues Deduction and Indemnification:** The Employer agrees to deduct and remit to the Union all authorized deductions from employees who have signed an approved authorization card or cards for such deductions in the form provided.
- 2.4.1 The Union agrees to indemnify, defend, and hold harmless the Employer against any claims of any nature and any lawsuit instituted against the Employer made or arising from the Employer check off for dues or fees. This includes, but is not limited to, any claim arising from the Employer's discharge of an employee based upon the Union's notice of that employee's failure to comply with the provisions of Section 2.3.
- 2.4.2 The written authorization for dues or a "fair share fee" of an amount equal to such dues deduction shall remain in force and effect during the life of this memorandum.
- 2.4.3 The Employer will promptly remit membership dues or fees deducted to the Union, together with a list of the employees who have had said dues or fees deducted. Deductions of membership dues or fees will be made from each pay period in which an employee is in pay status; provided, however, the Employer and the Union may make other arrangements by mutual agreement consistent with the employee's written authorization.
- 2.5 **Union Representatives:**
- 2.5.1 The Employer recognizes and agrees to discuss with stewards and representatives of the Union, designated in writing, all matters relating to grievances and the interpretation, application, or enforcement of express terms of this memorandum.
- 2.5.2 The Union shall have the right as the exclusive bargaining representative of the covered employees in the unit, as outlined in Article I of the memorandum, to meet and negotiate with respect to wages, hours, and other terms and conditions of employment on behalf of those covered employees with the Employer.

- 2.5.3 Duly authorized representatives of the Union shall be permitted to enter the facilities operated by the Employer at all reasonable times to transact Union business and observe conditions under which employees are employed; provided that no interference with the work of employees shall result, and such right of entry shall at all times be subject to general rules applicable to non-employees.
- 2.5.4 Union representatives shall be allowed access to appropriate materials in personnel files which are directly related to an alleged contract violation, after the employee's written consent is presented to the UEI Human Resources Office. The Employer will not use any materials from personnel files for the purpose of discipline or in the grievance procedure which have been specifically denied the Union in a request for access.
- 2.6. **Consultation with Union:** This memorandum is not intended to restrict the right of the Employer or the Union to consult on matters within the right of the Employer or the Union.
- 2.7 **Release Time for Union Bargaining Committee:** Release time, with pay, for the Union bargaining committee of no more than four (4) persons will be granted only for those members or alternates scheduled for work during negotiating sessions or a part thereof. Efforts will be made in the scheduling of negotiations to accommodate employees on all work shifts by rotating the scheduling of negotiating sessions.
- 2.8 **Bulletin Boards:** The Union shall have the right to use designated bulletin board space in each facility for the purpose of communicating usual and regular Union business to bargaining unit employees. Libelous, obscene or degrading materials may not be posted. A copy of any materials to be posted shall be provided to a designated representative of the Employer prior to posting.
- 2.9 **Non-Discrimination based on Union Activity or Membership:** The Employer shall not discriminate against anyone employed or applying for employment because of their membership in the Union or their activities on behalf of the Union.

### ARTICLE III - MANAGEMENT RIGHTS

All powers, rights, authorities, duties, responsibilities and functions, except those which are expressly abridged by this memorandum, shall remain vested with the Employer without limitation.

### ARTICLE IV - PERSONNEL POLICIES

- 4.1 **Equal Employment Opportunity and Affirmative Action:** The Employer and the Union recognize and agree that the Employer is bound by law, regulations, and approved procedures set forth by federal, state, California State University, the Employer's Affirmative Action Program and its' rules and regulations in areas of Equal Employment Opportunity (EEO), Affirmative Action Programs (AAP) and Non-Discrimination.

4.1.1 The Employer provides equal employment opportunity for all persons without regard to race, color, marital status, religious creed, sexual orientation, ancestry, sex, age, national origin, physical disability, mental disability, or medical condition. The Employer also provides equal employment opportunities for qualified disabled individuals, disabled veterans, and veterans of the Vietnam era. This policy applies to all dealings with applicants and employees and includes, but is not limited to, the following: advertising, recruitment, employment, placement, compensation, promotion, demotion, transfer, benefits, layoff, recall from layoff, termination and Employer-sponsored training and health programs. The Employer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

4.2 **Seniority:**

4.2.1 Seniority for regular employees shall be accumulated on the basis of date of hire. Seniority in all classifications held by a regular employee shall be used to determine total seniority in the current incumbent classification.

4.2.2 Upon completion of the probationary period, a regular employee's seniority shall be accumulated retroactively to include his/her probationary period.

4.2.3 Regular employees shall accrue seniority while on leave of absence for disability for the period for which disability compensation is received.

4.2.4 Seniority by date of hire and classification shall govern in layoff and recall provided, in the opinion of the Employer, merit and ability are equal.

4.2.5 Seniority by date of hire and classification shall govern in requests for shift or lateral transfer assignments when vacancies occur provided, special training and skills are comparable or may be obtained in a short period of time given the demands of the job.

4.2.6 Seniority shall be forfeited if an employee:

- A. Voluntarily leaves the employ of the Employer;
- B. Is discharged for cause;
- C. Fails to report for work without a reasonable excuse after a layoff or approved leave within forty-eight (48) hours after being notified by the Employer to return to work;
- D. Is absent from the payroll for more than six (6) calendar months, except for approved leaves;

E. Fails to report for scheduled work for two (2) consecutive assigned shifts without notification and/or documentation as to the reasons.

- 4.3 **Job Posting:** All job vacancies within the bargaining unit shall be posted at all bargaining unit facilities of the Employer.
- 4.4 **Requests for Change in Assignment:** Requests for changes in shift assignment or lateral transfers to other facilities of the Employer may be submitted in writing in advance of vacancies. Requests shall be kept on file by the Employer for 180 calendar days. Changes in shift assignment or transfer shall be made by the Employer based on ability to perform the duties and seniority within the classification.
- 4.5 **Promotions:** Qualified employees within the bargaining unit may apply and be considered equally with outside applicants in filling vacancies. Between employees in the bargaining unit where ability is deemed equal by the Employer, seniority within all classifications with the Employer shall govern. Promotion is defined to mean any classification containing a higher average rate of pay.
- 4.6 **Evaluations and Employees Right to Review Evaluations and Disciplinary Action:** The Employer will conduct evaluations annually. Evaluations will review current and most up-to-date status of each employee. Employees shall be allowed the opportunity to read and be given a copy upon signing of performance evaluations and written disciplinary actions, including letters of warning, prior to placement in employee's personnel file.

In a separate document, the Employer will instruct managers that side "files" are not permitted.

4.7 **Layoff and Recall**

- 4.7.1 **Layoff:** We recognize that full-time employees play a significant role in the success of food service. Full-time employees provide the continuity that is necessary if we are to succeed. It is our hope that the reduction of full-time employees will not become necessary. Management will have taken into consideration all areas of expenses within food service prior to a decision to layoff. In addition, in attempting to avoid layoff, the following programs may be made available: 1) Minimal training for lateral transfer; 2) Voluntary leave of absence without pay; 3) Voluntary reduced time base; However, if it should become necessary to reduce the work force, the principle of seniority as defined in Section 4.2 which is that seniority in all classifications held by a regular employee shall be used to determine total seniority in the current incumbent classification shall govern. The Union will receive, by certified mail, notice of layoff from UEI no later than two weeks prior to the effective date of layoff. Employees will remain on the layoff list (recall list) for a period of two years.

4.7.2 If a regular employee is laid off due to low seniority in his/her assigned job classification, said regular employee will have right of retreat within the following functional classifications providing, special training and skill of the incumbents is comparable or may be obtained in a short period of time given the demands of the job. For retreat purposes only, classifications are defined as:

- A. Food Service Cashier  
(KA I, KA II, and FS Cashier - Counter)
- B. Utility  
(KA I, KA II, and Utility - Dishroom and Busser)
- C. Lead Food Service Assistant
- D. Cook (Cook II and Cook)
- E. Fry Cook (Fry Cook and Cook's Helper)
- F. Preparation Salad
- G. Preparation Sandwich
- H. Baker
- I. Baker's Helper

4.7.3 If, after implementation of the above provisions, regular employees may volunteer to work and be assigned job duties in a lower functional classification providing, the employees have the ability to do the job after brief orientation and successful completion of training. Employees exercising such retreat rights shall be placed at their corresponding step level of the classification to which they retreat and shall be paid at the rate and step of the classification to which they have retreated.

4.7.4 It is agreed that because of special training or skill or other reasons necessitated by legitimate business reasons, it may be necessary to retain some employees regardless of length of service. The Employer and the Union recognize that such exceptions may arise and it is agreed that under such circumstances, exceptions can be made with the mutual consent of the parties.

4.7.5 **Recall:** In recalling employees from layoff, the last person laid off by functional job classification shall be the first recalled.

- A. Position recall rights. When a position is reestablished, the most senior individual in that classification who is on layoff will be recalled to the reestablished position. Procedure for recall:
  - (1) The employee will be informed in writing that it is his/her duty to keep the employer informed of his/her current address.
  - (2) The individual will be notified in writing when a relevant position is open, by certified letter to the last known address that the position is open. That letter will also state a deadline of five days in which the individual needs to respond. The following will apply:
    - (a) If the individual responds affirmatively to the notice and accepts the position, within the time deadline, that individual's name will be removed from the recall list.

(b) If the individual responds negatively to the notice and refuses the position, that individual's name will remain on the recall list for two years.

(c) If the individual does not respond within the five day period, their name may be removed from the recall list, with these exceptions.

[1] If the notice is returned with a new forwarding address or the employer otherwise receives actual knowledge of a new address for that individual, and the time is still within the five day notification period, the employer shall send the notice by certified letter to the new address with a new five day notification period.

[2] If the notice is returned within the five day notice period because the addressee is unknown or has moved with no known forwarding address, and the employer otherwise has no actual knowledge of the employee's address, the employer may remove the name from the recall list.

- B. Individuals on layoff will be considered for an open position in a different negotiated food service classification if the individual chooses to apply. In the event of more than one individual being interested in a vacancy, the typical interview and selection process will be used to select an individual for the position. Individuals will be selected based upon their qualifications to perform the duties of the position. The Human Resources Office will notify the individuals of a vacancy by mail to the address provided. Individuals separated under the layoff will have first right to negotiated food service vacancies prior to public announcement of the vacancy.
- C. In the case of changing business conditions that a position is reestablished wherein a current employee was transferred from, that employee will have the first right to return to that position. Only after the former employee and individuals on recall have exhausted their opportunity for the vacancy will the position be open to public announcement.

4.8 **Regular Positions:** UEI will reduce and/or eliminate casual/student hours, if necessary, to retain a current regular full-time negotiated employee. In addition, UEI agrees to take into consideration recommendations from the bargaining unit concerning the establishment of additional regular positions.

## ARTICLE V - WORK PERIODS AND WORK SCHEDULES

5.1 **Workday:** The workday will be a set number of hours of work, beginning when the employee is scheduled to report to work and ending when the assigned shift is completed. A workday begins at 12:01 a.m. and ends at 12:00 midnight.

- 5.1.2 **Full-Time Regular Employees:** The basic workday for full-time regular employees shall be eight (8) hours within eight and one-half (8 1/2) consecutive hours within a twenty-four (24) hour period during the academic school year.
- 5.1.3 **Part-Time Regular Employees:** Employees who are scheduled to work less than eight (8) hours per day or less than forty (40) hours per payroll week, but never less than twenty (20) hours per payroll week.
- 5.1.4 **Schedules:** The hours of the workday and workweek shall be designated by the Employer for each covered employee.
- 5.1.5 **Reduction in Hours:** During the academic school year, no regular employee shall have his/her assigned permanent hours reduced except by layoff or voluntary reduction.
- 5.1.6 **Additional Hours:** If a full-time regular employee is required to begin work before or continue work after his/her regularly scheduled work shift, such time shall be compensated at the applicable rate of base or overtime pay.
- 5.2 **Work schedules:** It is the Employer's intention, insofar as possible, to maintain non-fluctuating workday and workweek schedules, during the academic year.

**Work shift Scheduling:**

- A. Shift assignments of all employees will be posted by the Employer as far in advance as possible (preferably 21 calendar days) during the academic year, subject to emergency changes. Advance notice of overtime requirements will be given as circumstances permit.
- B. It is the Employer's intention not to schedule back-to-back work weeks during the academic year unless the employee requests it.
- C. Negotiated staff will be scheduled during the interim periods to maximize their hours of work during the interim period scheduling. Interim periods are those academic calendar break periods of Spring, Summer and Winter. Employer will disclose a schedule of times and dates made available at each work location to Shop Stewards and represented employees. Employer will attempt to schedule negotiated staff in their regular work location during the interim periods, depending on business needs. Employer will attempt to schedule negotiated staff for shifts of up to 6 hours during the interim periods, depending on business needs.
- 5.3 **Rest and Meal Periods:** Each regular employee is allowed thirty (30) minutes of scheduled non-paid time for a meal period during each scheduled work shift of eight (8) hours. For work shifts of less than eight (8) hours, rest and meal periods shall be allowed in accordance with applicable law and be defined in employee rules and regulations.

Each regular employee shall be given a (15) fifteen minute break or rest period for each (4) four hour interval worked or major fraction thereof. For example, a fifteen minute break shall be given to employees that work at least three-and-a-half (3 ½) hours but less than seven-and-a-half (7 ½) hours.

- 5.4 **Night Shift Differential:** Regular employees who work a night shift shall be paid a differential of ten percent (10%) per hour above their regular base rate of pay for the period worked before 6:00 a.m. or after 6:00 p.m. of any workday.
- 5.5 **Split Shifts:** Split shifts may only be scheduled during the California State University, Sacramento recess periods or during emergencies or upon request of covered employees. If employees are scheduled to work split shifts, premium pay in the amount prescribed by law shall be paid. No employee shall be adversely affected for refusing to work a split shift.
- 5.6 **Workload Distribution:** When an employee is absent and a replacement cannot be obtained, the Employer will distribute the workload equitably among qualified employees so that the hardship on any individual worker is minimized. Work normally performed by the bargaining unit shall not be performed by confidential, supervisory or management employees, except in emergencies. It is understood between the parties that supervisory or management employees are not part of the bargaining unit and consequently shall not perform bargaining unit work except in cases of an emergency or short periods of time (ten or fifteen minutes) when it would not be practical to call in a regular or casual employee, or to the extent that it directly results in a worker layoff or removal to a lower classification.
- 5.7 **Reporting Pay:** Any regular employee who appears for work at the request of the Employer, and who is not previously scheduled to work that payroll day, shall be paid for no less than four (4) hours of work at the applicable rate of pay. It is agreed that during the academic school year that all regular employees who report for work during their regularly scheduled payroll day will be guaranteed their normal scheduled work hours for that day.
- 5.8 **Overtime:**
- 5.8.1 Regular full-time employees shall be paid for work ordered and authorized at the rate of one and one-half (1 1/2) times the straight time hourly rate plus shift differential, when applicable, as follows:
- A. Hours worked in excess of eight (8) in a workday, excluding meal period.
  - B. Hours worked in excess of forty (40) in a workweek.
  - C. Sixth or seventh consecutive day worked within a workweek or sixth or seventh consecutive reporting day.

- 5.8.2 On the seventh (7th) consecutive day worked, regular employees shall be paid at the rate of time and half for the first eight (8) hours and double the base straight-time hourly rate plus night shift differential, if applicable, as defined in Section 5.6, for all hours of work performed after the first eight (8) hours.
- 5.8.3 **Authorization of Overtime:** Overtime must be authorized by the responsible supervisor or manager. Authorization must be given in advance of the time worked.
- 5.8.4 **Assignment of Overtime:** Overtime will not be assigned to any employee at a facility unless there are no volunteers or in the event of an emergency.
- 5.8.5 **Computation of Overtime:** Time during which a worker is excused from work and is in pay status because of sick leave, compensatory time off or other paid leaves of absence, shall not be considered as time worked by the employee for overtime purposes.
- 5.8.6 **Distribution of Overtime:** Overtime will be distributed as equally as feasible among employees at a facility who are in the same classification and who have the ability to do the work which gives rise to the overtime. A list, by fiscal year, of overtime worked by classification and facility shall be provided upon request of the appropriate steward or union representative.
- 5.9 **Distribution of Standby Time and Overtime:** The Employer will maintain lists of qualified employees requesting standby and overtime and will distribute it to them equitably. The Employer will distribute remaining standby duty and required overtime equally among the employees in any one classification at any one facility.
- 5.10 **Non-Duplication of Overtime:** Payment of overtime rates shall not be duplicated for the same hours worked under any of the terms of this memorandum, and to the extent that hours are compensated for at the overtime rates under one provision, they shall not be counted as hours worked in determining overtime under the same or any other provisions.
- 5.11 **Emergency:** The Employer may amend, modify, or rescind policies and practices referred to in this memorandum in cases of emergency. "Emergency" situations are those arising as a result of and shall be defined as follows: Act of war, acts of God, natural disasters.

## ARTICLE VI - COMPENSATION

- 6.1 **Wage Scales and Classification Schedules:** All represented employees shall be placed in a working classification and shall be paid in accordance with the wage schedule applicable for that classification. The wage scale for hours worked during the interim periods will be the employee's normal classification, but duties will vary from normal duties. The Wage Scales and Classification Schedules are attached hereto as Appendix A and made a part hereof, as if fully set forth herein.

- 6.2 **Pay Days:** Pay days for all employees are generally the 22nd and the 7th of each month respectively, but may deviate due to weekends and holidays.
- 6.3 **Step Increases:** Step increases for regular employees shall become effective on the anniversary date within classification except when leaves of absences have been approved, wherein anniversary dates will be adjusted to offset leave time.
- 6.4 **Incumbent Employees:** During the term of the memorandum of understanding, incumbent employees, as of the date of ratification, who are subsequently selected for or assigned to a new classification shall be compensated at the appropriate pay range and rate as applicable in Appendix A. When employees are promoted to a higher classification, their pay will be at the salary step which achieves at least a five percent increase from the employee's current salary step not to exceed step nine (9) of the applicable pay range. The employee's anniversary date for step increases will be adjusted to the effective date of the new position.
- 6.5 **Termination Pay:** Any employee who is terminated shall receive all wages due as provided in the State Labor Code.
- 6.6 **Travel Expense:** Travel expenses, such as mileage, incurred as a result of temporary reassignments away from California State University, Sacramento, at the convenience of the Employer shall be reimbursed. Working hours and/or pay shall be appropriately adjusted to insure equitable treatment.
- 6.7 **Uniforms:** All uniforms or protective clothing required by the Employer shall be furnished and maintained by the Employer. The employee shall return all items to the Employer upon termination of employment.
- 6.8 **Meal Allowance:** All represented employees will receive \$10 per day for meals at all UEI-operated facilities. Alcohol and bottled beverages may not be bought with meal tickets.

## **ARTICLE VII - BENEFITS**

- 7.1 **Eligibility:** Regular employees only, as defined in Article I, shall be eligible to participate in benefit programs described herein providing they individually meet the eligibility requirements for each benefit plan.
- 7.2 **Benefit Rights:** A regular employee shall accumulate and receive all benefits provided by the memorandum from the date she/he becomes and so long as she/he remains a regular employee.
- 7.3 **Health Plan:** The Employer shall make available health plans consistent with health plans available to all eligible benefited employees of UEI including prescription drug benefits and vision care for regular employees and eligible dependents. The Employer's contribution toward premiums shall be equivalent to the cost at each coverage level [employee, employee plus one or employee plus family] for the least expensive HMO

health insurance option available to employees. If employees choose one of the other options (if available), they will pay the difference in premiums. The Employer will pay the normal Employer's share of premium for those employees who are on a temporary or seasonal layoff.

- 7.4 **Dental Plan:** The Employer shall provide regular employees a dental plan. The Employer contribution toward premiums will be consistent with the UEI policy for all employees.
- 7.5 **Life Insurance Plan:** The Employer shall provide a group life insurance plan for regular employees in the amount of \$5,000 plus 100% of the employee's annual straight time earnings. Premiums shall be fully paid by the Employer for employees in continuous service status. Additional coverage may be purchased by the employee, at the employee's option.
- 7.6 **Educational Assistance:** The employees may participate in the policy set forth in the UEI Personnel Policies Manual relating to educational assistance.
- 7.7 **Retirement Benefits:** UEI will contribute toward an employee retirement program at the rate of 6% which will be applied against the employee's regular gross wages and will be deposited into the TIAA-CREF Retirement Plan. This benefit will continue throughout the term of the contract.

## ARTICLE VIII - LEAVES WITH PAY

- 8.1 **Holidays:** Prior to the beginning of each fiscal year, the Employer will set a holiday schedule which will include a total of thirteen paid holidays listed in Appendix D.

Regular employees will be paid the base rate for all holidays listed in Appendix D, regardless of the assigned workweek scheduled provided the following requirements are met:

- 8.1.1 Regular employee on temporary or seasonal layoff shall receive holiday pay for any listed holiday which occurs in a layoff period if layoff does not exceed fifteen (15) calendar days. However, any regular employee who has completed one (1) year of service shall receive holiday pay for any listed holiday which occurs while an employee is in a seasonal layoff status.
- 8.1.2 Regular employees in pay status who have completed sixty (60) workdays of continuous service shall receive one (1) floating holiday per calendar year. The employee and employer shall agree on the day to be taken. Holiday requests will not be unreasonably denied.
- 8.1.3 Regular employees who are required to work on a holiday shall be paid double their base rate of pay for hours worked on the holiday. Only hours worked shall

be counted for overtime computation purposes. Holiday hours shall be paid in the pay period the holiday hours are worked.

8.1.4 Holiday pay will be prorated for regular employees who work a predetermined schedule of more than twenty (20) hours but less than forty (40) hours per payroll week.

8.2 **Vacations:** Regular employees shall annually be granted vacation with pay in accordance with the schedule set forth in Appendix B.

8.2.1 Regular employees may accumulate up to two hundred seventy-two (272) hours of accrued vacation time.

8.2.2 Regular employees placed on temporary or seasonal layoff for a duration of more than fifteen (15) calendar days will, if the employee so requests, be paid accumulated vacation benefits at the onset of the layoff. Employees will not accumulate vacation beyond the maximum as noted in 8.2.1. Employees may use accrued vacation to augment a less than full-time schedule.

8.2.3 Accumulated vacation time shall be taken in not less than one (1) hour increments.

8.2.4 If a holiday designated as a non-work day occurs during the absence of an employee on vacation leave, pay for that day, if the employee is entitled to it, shall be charged to the holiday and not against vacation leave credit.

8.2.5 Vacation pay in lieu of vacation time off shall not be allowed.

8.2.6 Vacation hours shall be counted for overtime computation purposes.

8.3 **Sick Leave:**

8.3.1 Each regular employee shall accumulate sick leave consistent with the schedule in Appendix C. There shall be no limit to the number of earned sick leave hours that may accrue. Earned sick leave may be used for illness, accident, or injury (may be used during the probationary period).

8.3.2 Sick leave benefits shall be payable from the first day of illness, accident or injury.

8.3.3 Pay for sick leave shall be that straight time pay which the employee would have received had the regular work schedule been worked that day, including any shift differential that would have been received. Paid sick leave shall not count as time worked for purposes of computing overtime for work in the same workday or workweek.

- 8.3.4 Sick leave shall be allowed if the employee is ill on a day the employee is scheduled to work. If the employee does not have earned sick leave hours, the employee must use vacation hours or leave without pay.
- 8.3.5 Employees may use up to half (1/2) of their accrued sick leave to be away from work due to the illness of immediate family. If additional time is required, it must be charged to vacation, personal leave or be without pay.
- 8.3.6 If an employee claims sick leave due to his/her own illness or that of a family member (as defined in 8.3.5), the Employer may require reasonable proof sufficient to justify the employee's absence from work for the period claimed if the Employer has a reasonable doubt of the validity of the illness.
- 8.3.7 If a holiday designated as a non-work day occurs during the absence of an employee on paid sick leave, pay for that day, if the employee is entitled to it, shall be charged to the holiday and not against sick leave credit.
- 8.3.8 Employer paid sick leave shall be reduced by the amount of any basic benefit (such as Worker's Compensation or State Disability Insurance) the employee is eligible to receive, and the amount of such benefit shall not be charged against the employee's accumulated sick leave credit, but an employee shall not be required to assign to the Employer any Worker's Compensation or State Disability Insurance hospital benefit to which the employee may be entitled.
- 8.3.9 An employee returning from paid sick leave shall be returned to the employee's former job, if capable of performing within the former classification.
- 8.3.10 An employee may be required to furnish twenty-four (24) hours notice of readiness to return to work; and if requested to do so, must supply certification, by a physician, of physical fitness to perform the work required.
- 8.3.11 Employees (including probationary employees) shall be allowed to use earned sick leave for hours directly associated with medical or dental appointments. If possible, the medical or dental appointments shall be scheduled so that at least part of the scheduled appointment falls in the last hour of the employee's scheduled shift. The employees will give notice as soon as possible but no later than one day in advance.
- 8.4 **Donation of Vacation or Sick Leave:** The employees may participate in the policy set forth in the UEI Personnel Policies Manual relating to donation of vacation or sick leave.
- 8.5 **Bereavement Leave:** When a death occurs in an employee's immediate family, as defined in Article 1.23, employees may be granted up to five days time off from work. In order to be paid for the absence, accrued sick leave shall be used, if available. Employees may chose to use accrued vacation instead of sick leave. Employees who have no available sick leave or choose not to use vacation may request an unpaid leave of absence.

8.6 **Jury Duty:** An employee who serves on jury duty shall be eligible for time off with pay only for the hours he/she was scheduled to work. If the employee elects to retain jury duty fees, his/her time off for jury duty is not compensable. Payment for travel expenses and subsistence received by employee need not be remitted.

8.7 **Union Leave**

- A. Upon request of the union, UEI will grant one (1) employee at a time union leave for activities not otherwise covered by the collective bargaining agreement, and such leave shall not exceed eight (8) days per calendar year for union leave. This shall be granted unless precluded by business needs, such as the inability to schedule substitute staffing. Notice of Union events shall be provided twenty-one (21) days prior to the date of said events.
- B. UEI shall be reimbursed by the Union for all compensation paid the employee on account of such leave plus 30% for incidental costs. Reimbursement by the Union shall be made no later than thirty (30) working days after its receipt of billing.
- C. An employee on such a leave shall continue to accrue service credit and benefits and shall have the right to return to their position.

**ARTICLE IX - LEAVES OF ABSENCE**

9.1 **General Provisions:**

9.1.1 **Eligibility:** All regular employees who have passed their probationary period are eligible.

9.1.2 **Reasons for Leaves:** The following are acceptable reasons for leave requests and where applicable will run concurrently with state and federal leave programs, such as CFRA, FMLA and PDL:

- A. An employee's inability to perform one or more essential functions of his or her job due to a disability which substantially limits one or more major life activities;
- B. An employee's serious medical condition as defined in the CFRA, PDL and FMLA;
- C. The birth of a child and/or the placement of a child for adoption or foster care;
- D. To care for the employee's immediate family member who has a serious health condition;

- E. Because of any “qualifying exigency” arising out of the fact that the employee’s spouse, son, daughter or parent is on active duty, or has been notified of an impending call or order to active duty, in the Armed Forces in support of a contingency operation;
- F. Personal leave for purposes of enrollment in an education program; pressing personal obligation; death of an immediate family member; or, extended bonding time with newborn or placed child.

9.1.3 **Requests and Approvals:** Leaves of absence, renewals or extensions thereof shall be requested and approved in writing. Requests must be submitted in writing to the supervisor at least thirty (30) days prior to the commencement date, whenever the need for leave is foreseeable. Approval of leave, and the length of an approved leave, are made at the discretion of management on a case by case basis or as required by law.

9.1.4 **Placement Upon Return:** Every effort will be made to return the employee to the same position held prior to the leave, or as required by law. The following will be the priority of position reassignments:

- A. Prior position, if available;
- B. Equivalent position for which the employee is qualified;
- C. A lesser position for which the employee is qualified. Employee will be placed at the step in the new range which is closest to his/her most recent pay rate. If the highest step in the new range is lower than his/her present rate, s/he will be placed at the top step of the range of the new position. If a position equivalent to that held by the employee prior to beginning the leave becomes open within a year, the employee will be given the opportunity to transfer to that position.

9.1.5 **Period of Leave:** Employees will cease accruing service credit for the purposes of step increases, vacation, or sick leave computation, or any other benefit where length of service is a condition of entitlement, except as required by law, after a six month leave of absence has elapsed and the employee continues on leave.

9.1.6 **Notification Upon Return:** An employee on a leave of absence must notify his/her supervisor in writing at least two (2) weeks prior to the end of the leave of his/her availability for return to work. The employee will be required to have a release from a physician or a physical examination to determine his/her fitness for work prior to returning from a leave of absence due to a serious medical condition.

9.1.7 **Failure to Return:** An employee's failure to return from a leave of absence on the date specified, or failure to present convincing reasons for not returning as arranged, will be considered a voluntary resignation of employment.

9.1.8 During any leave, if the employee engages in gainful employment in which the employee performs duties precluded by a physical or mental condition that is a reason for the leave, the employee will be considered to have voluntarily resigned his or her position from UEI effective upon confirmation of other employment, unless agreed to in writing by UEI.

9.2 **Family /Pregnancy Disability Leave/Medical Leave/Military Leave/All Other Leaves Mandated by State Law**

UEI will grant leave in accordance with the requirements of applicable state and federal law in effect at the time the leave is granted. No greater or lesser leave benefits will be granted than those set forth in such state or federal laws, unless otherwise provided herein. In certain situations, the federal law requires that provisions of state law apply. In any case, employees will be eligible for the most liberal benefits available under either law.

9.2.1 **Length of Leave:** Eligible employees shall receive leave in the amount required by law. Any applicable leave under this provision will run concurrently with any federal or state leave program. If the leave is for the purpose of caring for an immediate family member or employee's own medical condition, the employee must attempt to schedule treatment so as to not unduly disrupt UEI's operations.

9.2.2 **Medical Certification Requirement:** The medical certification for the employee's own serious health condition shall include the following information:

- A. The date, if known, on which the serious health condition commenced;
- B. The probable duration of the condition;
- C. A statement that, due to the serious health condition, the employee is unable to perform the functions of his or her position; and
- D. In the case of intermittent leave or reduced schedule leave where medically necessary, the probable duration of such schedule.

If the medical certification is for family care purposes, it must include:

- A. The date the illness or condition began;
- B. The probable duration of the condition;
- C. The health care provider's estimate of the amount of time needed for family care and the assurance that the condition warrants the participation of the employee to provide such family care; and
- D. In the case of intermittent or reduced schedule leave where medically necessary, the probable duration of such a schedule.

If UEI has reason to doubt the validity of the certification provided by the employee, it may require the employee to obtain a second opinion from a doctor of its choosing at its expense. If the employee's health care provider and the doctor providing the second opinion do not agree, UEI may require a third opinion, also at its expense, performed by a mutually agreeable doctor who will make the final determination.

If the employee is on leave due to a medical condition, a physician's statement is also required indicating the employee's ability to perform all the essential functions of his or her job prior to the employee's return to work. Employees should notify Human Resources if he or she requires reasonable accommodation in order to perform the essential functions of the job.

9.2.3 **Health and Dental Premiums:** While the employee is on an approved family and medical leave, UEI will continue to pay the Employer's portion of medical, dental and life insurance premiums as required by law. UEI retains the right to seek reimbursement of any paid premiums if the employee does not return to work after his or her approved leave.

9.2.4 **Compensation During Leave:** Employee is entitled to utilize available sick leave and vacation balances when appropriate for family and medical leave as defined in UEI's Personnel Policies and Procedures.

### 9.3 **Personal Leaves of Absence:**

9.3.1 **Definition:** A Personal Leave of Absence is a discretionary leave subject to the approval of UEI management and is defined as an excused absence, without pay, beyond ten (10) working days, not to exceed a total leave time of one (1) year.

9.3.2 **Reasons for Leave:** An employee may request a personal leave for, but not limited to, the following reasons: enrollment in an education program; pressing personal obligation; death of a spouse, parent or child; or, bonding time with newborn or placed child in excess of leave provided by the CFRA and PDL.

9.3.3 **Health and Dental Premiums:** Except as required by law, UEI will cease paying for the Employer's portion of medical, dental and life insurance premiums after thirty (30) consecutive days of unpaid leave of absence. If a leave extension is granted beyond thirty (30) days, the employee has the option of continuing present coverage under applicable COBRA guidelines. The employee will be responsible for paying the entire cost of his/her own group health and dental insurance coverage.

9.3.4 **Compensation During Leave:** Employee is entitled to utilize available vacation leave balances.

#### 9.4 **Industrial Sickness or Accident Leave:**

9.4.1 **Definition:** An industrial sickness or accident leave is granted when an employee is ill or injured and covered by Workers' Compensation.

9.4.2 **Seniority:** While a regular employee is on a leave of absence due to an illness or accident arising out of employment with the Employer, the employee shall accrue seniority for the purposes of step increases, vacation, or sick leave computation, or any other benefit where the length of service is a condition of entitlement.

9.4.3 **Health and Dental Premiums:** The employee's health and dental premiums will be paid according to provision 9.2.4.

### ARTICLE X - GRIEVANCE PROCEDURE

#### 10.1 **Definitions**

10.1.1 **Grievance:** A grievance is a claimed violation, misapplication, or misinterpretation of a specific provision of this memorandum or employee protection contained in personnel rules, any side letters, or written policies which adversely affects the grievant.

10.1.2 **Grievant:** A grievant is an employee in the bargaining unit who is filing a grievance as defined in Section 10.1.1. Alleged violations, misapplications, or misinterpretations which affect more than one employee in a substantially similar manner may be consolidated by mutual agreement of management or the Union as a group grievance.

#### 10.2 **Grievance Steps**

10.2.1 **Informal Resolution of Complaints:** Within twenty-one (21) calendar days from the event giving rise to a grievance or from the date the employees could reasonably be expected to have had knowledge of such event, the grievant or the Union shall orally discuss the grievance with the immediate supervisor. It is the policy of the Employer to settle complaints at the lowest possible level. The supervisor shall have five (5) workdays to provide an answer to the employee and the Union.

10.2.2 **Step One:** If the grievant or the Union is not satisfied with the resolution proposed at the informal level, he/she or the Union may, within fourteen (14) workdays of the receipt of such answer, file a formal written grievance with his/her immediate supervisor. The supervisor shall, within five (5) workdays have a meeting with the grievant or the Union and, within five (5) workdays thereafter, give a written answer to the grievant and the Union.

10.2.3 **Step Two:** If the grievant or the Union is not satisfied with the supervisor's response, the grievant may, within fourteen (14) workdays from receipt of such

answer, refer such grievance to the department head who shall, within ten (10) workdays, meet with the grievant and the Union and, within five (5) workdays thereafter, give a written response to the grievant and the Union.

10.2.4 **Step Three:** If the grievant or the Union is not satisfied with the written response from the department head, the grievant or the Union may, within fourteen (14) workdays from receipt of such response, refer the grievance to the Executive Director or his/her designee. Within fifteen (15) workdays of the receipt of the grievance, the Executive Director or his/her designee shall investigate the grievance, which may include meeting with the concerned parties, and thereafter shall give a written response to the grievant and the Union within five (5) workdays.

10.2.5 **Step Four:** If the grievant or the Union is not satisfied with the written response from the Executive Director or his/her designee, the grievant or the Union may submit the dispute to the UEI Board of Directors within fifteen (15) workdays. The UEI Board of Directors shall review the grievance and all determinations made at previous levels and shall render a written response to both the Executive Director and the Union within thirty (30) workdays from the date of submission to the Board of Directors.

10.2.6 **Arbitration:** If the parties are unable to reach a mutually satisfactory accord on the grievance which arises out of and is presented according to the specific procedures and limitations as outlined, the Union may submit such grievance to an impartial arbitrator mutually agreed upon by the parties.

- A. The Union shall make known in writing the intention to use arbitration within thirty (30) workdays of the final response given under Section 10.2.6, Step Four above.
- B. If the parties cannot mutually agree upon an arbitrator within seven (7) workdays after written notification of intent to arbitrate is given, they shall jointly request a list of five (5) qualified arbitrators from the California State Mediation and Conciliation Service. If a mutual selection cannot be made from the list received within five (5) workdays, the parties shall select the arbitrator by alternately striking names until one name remains who shall be selected as the arbitrator.
- C. The fees and expenses of the arbitrator and of a court reporter, if used, shall be shared equally by the parties. Each party, however, shall bear the cost of its own presentation, including preparation and post hearing briefs, if any.
- D. Decisions of arbitrators on matters properly before them shall be final and binding on the parties, to the extent permitted by law.

### 10.3 **General Provisions:**

- 10.3.1 If a grievant or the Union fails to carry his/her grievance forward to the next step within the prescribed time period, the grievance shall be considered settled based upon the decision rendered at the step utilized.
- 10.3.2 If a representative of management fails to respond within the prescribed time periods of each step, the Union may appeal the grievance to the next higher level.
- 10.3.3 The grievant shall be represented by the Union at steps one (1) through four (4) of this procedure and may have Union representation at an informal meeting, upon request.
- 10.3.4 Time limits may be waived only by mutual consent of the parties and may be by fax, email, registered/certified U.S. mail or written acknowledgement of personal receipt.
- 10.3.5 The purpose of the grievance procedure is to resolve grievances informally at the lowest possible level and to provide for an orderly procedure for reviewing and resolving grievances promptly. The parties may mutually agree to waive any step of the grievance procedure. Written service shall be accomplished by fax, email, registered/certified U.S. mail or written acknowledgement of personal receipt.
- 10.3.6 At each step of the procedure a copy of the response shall be forwarded to the Union and the UEI Human Resources Office at the same time the response is sent to the grievant.
- 10.3.7 During the first six calendar months of employment (probationary period), employees may be discharged, for cause, by the Employer without recourse to the grievance procedure.

## **ARTICLE XI - MISCELLANEOUS PROVISIONS**

- 11.1 **No Loss of Benefits:** No employee shall lose previously earned or accumulated benefits or credits as a result of the negotiation of this memorandum.
- 11.2 **Working Rules:** The Employer may establish reasonable rules and regulations governing the conduct of employees. The Union shall be given prior notice of the establishment of rules and regulations, and shall be afforded a reasonable opportunity to discuss them. The rules and regulations so established shall be conspicuously posted. Employees who fail to perform their duties shall be notified in writing of their lack of performance. Such notice shall contain an explanation of their failure to perform with a directive that action be taken to correct the deficiency. A copy of such notice shall be sent to the Union. The Union shall be notified when employees are disciplined or discharged; such notice shall be given concurrently with such action. An employee shall be on probationary status during the first six calendar months of employment.

- 11.3 **No Strike or Lockout:** There shall be no strike, picketing, shutdown or other form of work stoppage by the Union or employees, or lockout by the Employer, during the term of this memorandum. Observance of the picket line of another sanctioned organization shall not be considered a violation of this section.
- 11.4 **Safety:** UEI recognizes the importance of procedures and policies for the protection of health and safety of employees. When an employee believes in good faith that he/she is being required to work under unhealthy or unsafe conditions, he/she shall notify the appropriate supervisor/manager. The appropriate supervisor/manager shall investigate as soon as possible the alleged unhealthy, or unsafe conditions and shall immediately communicate with the employee as to the results of such investigation and, the steps that shall be taken to correct the conditions. Such steps may include temporary reassignment.
- 11.5 **Severability:** The parties do hereby agree that, in the event any provision hereof should be found, for any reason, to be unenforceable, the finding thereof shall have no effect on any other provision hereof. The unenforceable provision will be amended, if necessary, by a mutually agreeable process.
- 11.6 **Successorship:**
- 11.6.1 **Successorship of Employer:** In the event of the change of proprietorship by the Employer, voluntary, involuntary or by action of law, the Employer shall immediately pay off all obligations, including accumulated wages and pro-rated vacation, prior to the change of proprietorship. Before completion of such sale, lease, or transfer, the Employer shall give written notice to the new Employer of the existence of this memorandum furnishing a copy of same and calling attention to this section of the memorandum. In the event of sale, lease or transfer or any other disposition of facilities covered herein, the Employer will give thirty (30) day advance written notice to the Union of such action.
- 11.6.2 **Successorship of Union:** There shall be no successorship to CSUEU, SEIU Local 2579, except as determined by the Rules and Regulations for Administration of Employer-Employee Relations for University Enterprises, Inc. and in accordance with Meyers-Milias-Brown Act. If UEI's Rules and Regulations conflict with state law, state law controls.
- 11.7 **Whole Agreement:** Both parties agree that this memorandum concludes all negotiations and conferences required pursuant to Government Code Section 3505 and sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other prior or existing understanding or memorandums by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

No agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed, in writing, by all parties hereto, and if required, approved by the Employer's Board of Directors and the Union.

11.8 **Savings Clause:** If any provisions of this agreement are held to be contrary to law by a court of competent jurisdiction or governmental administrative agency having authority over the provision, such provision will not be deemed valid and subsisting except to the extent permitted by law but all other provisions of this agreement will continue in full force and effect. At the request of either party, negotiations on a replacement provision will commence within sixty (60) days of such request.

**ARTICLE XII - TERM OF MEMORANDUM**

This memorandum shall become effective upon the approval of the Employer's Board of Directors and the Union and shall remain in full force and effect to and including April 30, 2012, and for the year to year thereafter from May 1, 2012 provided, however, that either party may serve written notice on the other not less than sixty (60) days prior to May 1, 2012 or any subsequent May 1, of its desire to terminate or amend any provision of this memorandum.

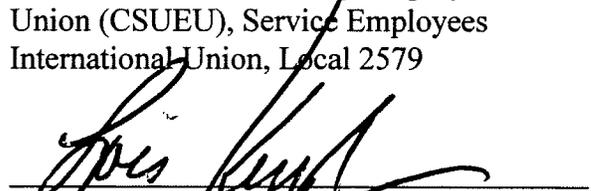
In WITNESS WHEREOF, the Employer and the Union hereunto affix their signatures this 1st day of May 2009.

University Enterprises, Inc.

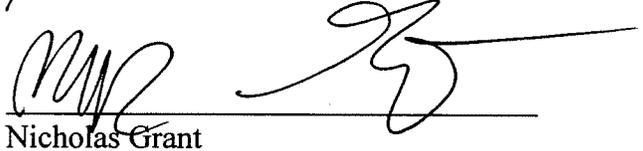
California State University Employees Union (CSUEU), Service Employees International Union, Local 2579



Marti Gray  
Interim Executive Director

  
Lois Kugelmass  
Sr. Labor Relations Representative, CSUEU

Trina Knight  
Director, Human Resources

  
Roberta VanHill  
Nicholas Grant



**APPENDIX A  
Wage Scale**

<b>1/1/2009 thru 12/31/2009</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>
Cashier, Kitchen Asst. I, Utility	\$9.59	\$9.88	\$10.18	\$10.49	\$10.79	\$11.08	\$11.36	\$11.65	\$11.94
Sandwich Preparer	\$10.08	\$10.37	\$10.66	\$10.96	\$11.26	\$11.57	\$11.85	\$12.13	\$12.42
Fry Cook, Salad Preparer, Bakers' Helper, Cooks' Helper	\$10.66	\$11.02	\$11.37	\$11.74	\$12.10	\$12.45	\$12.80	\$13.14	\$13.49
Lead Food Service Asst.	\$11.15	\$11.51	\$11.89	\$12.26	\$12.65	\$13.01	\$13.36	\$13.68	\$14.03
Cook	\$11.37	\$11.74	\$12.10	\$12.45	\$12.81	\$13.17	\$13.51	\$13.86	\$14.20
Baker, Cook II	\$11.98	\$12.34	\$12.70	\$13.06	\$13.41	\$13.77	\$14.10	\$14.44	\$14.79

<b>1/1/2010 thru 12/31/2010</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>
Cashier, Kitchen Asst. I, Utility	\$9.78	\$10.08	\$10.38	\$10.70	\$11.01	\$11.30	\$11.59	\$11.88	\$12.18
Sandwich Preparer	\$10.28	\$10.58	\$10.87	\$11.18	\$11.49	\$11.80	\$12.09	\$12.37	\$12.67
Fry Cook, Salad Preparer, Bakers' Helper, Cooks' Helper	\$10.87	\$11.24	\$11.60	\$11.97	\$12.34	\$12.70	\$13.06	\$13.40	\$13.76
Lead Food Service Asst.	\$11.37	\$11.74	\$12.13	\$12.51	\$12.90	\$13.27	\$13.63	\$13.95	\$14.31
Cook	\$11.60	\$11.97	\$12.34	\$12.70	\$13.07	\$13.43	\$13.78	\$14.14	\$14.48
Baker, Cook II	\$12.22	\$12.59	\$12.95	\$13.32	\$13.68	\$14.05	\$14.38	\$14.73	\$15.09

<b>1/1/2011 thru 12/31/2011</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>
Cashier, Kitchen Asst. I, Utility	\$10.17	\$10.48	\$10.80	\$11.13	\$11.45	\$11.75	\$12.05	\$12.36	\$12.67
Sandwich Preparer	\$10.69	\$11.00	\$11.30	\$11.63	\$11.95	\$12.27	\$12.57	\$12.86	\$13.18
Fry Cook, Salad Preparer, Bakers' Helper, Cooks' Helper	\$11.30	\$11.69	\$12.06	\$12.45	\$12.83	\$13.21	\$13.58	\$13.94	\$14.31
Lead Food Service Asst.	\$11.82	\$12.21	\$12.62	\$13.01	\$13.42	\$13.80	\$14.18	\$14.51	\$14.88
Cook	\$12.06	\$12.45	\$12.83	\$13.21	\$13.59	\$13.97	\$14.33	\$14.71	\$15.06
Baker, Cook II	\$12.71	\$13.09	\$13.47	\$13.85	\$14.23	\$14.61	\$14.96	\$15.32	\$15.69

**APPENDIX B  
Vacation Benefits**

Regular employees shall accumulate vacation benefits on an hourly basis as follows:

Hours worked per month.	Years of Service						
	0 to 3	3 to 6	6 to 10	10 to 15	15 to 20	20 to 25	> 25
	Hrs. Min.	Hrs. Min.	Hrs. Min.	Hrs. Min.	Hrs. Min.	Hrs. Min.	Hrs. Min.
80 – 99	3 20	5 00	5 40	6 20	7 00	7 40	8 00
100 – 119	4 10	6 20	7 10	7 50	8 50	9 40	10 00
120 – 139	5 00	7 30	8 50	9 30	10 30	11 30	12 00
140 – 159	5 50	8 50	9 50	11 10	12 20	13 30	14 00
160 and over	6 40	10 00	11 20	12 40	14 00	15 20	16 00
Maximum Days Per Month	0.83	1.25	1.418	1.583	1.75	1.918	2
Maximum Days Per Year	10	15	17	19	21	23	24

APPENDIX C  
Sick Leave Benefits

Regular employees shall accumulate sick leave benefits on an hourly basis as follows:

HOURS WORKED PER MONTH	SICK LEAVE EARNED IN HOURS
80 - 99	4
100 - 119	5
120 - 139	6
140 - 159	7
160 AND OVER	8

Maximum days per month = one (1).

Maximum hours per day = eight (8).

APPENDIX D\*  
Paid Holidays

DATE	HOLIDAY	SCHEDULED WORKDAY
Jan. 1 <sup>st</sup>	New Year's Day	NO
3 <sup>rd</sup> Monday in Jan.	Martin Luther King Jr.'s Day	NO
March 31 <sup>st</sup> .	Cesar Chavez Day	NO
Last Monday in May	Memorial Day	NO
July 4 <sup>th</sup>	Independence Day	NO
1 <sup>st</sup> Monday in Sep.	Labor Day	NO
November 11 <sup>th</sup>	Veterans Day	NO
4 <sup>th</sup> Thursday in Nov.	Thanksgiving	NO
4 <sup>th</sup> Friday in Nov.	Day After Thanksgiving	NO
Dec. 25 <sup>th</sup>	Christmas	NO
3 additional holidays during the Winter break based upon the CSUS Schedule		NO

\*Prior to the beginning of each fiscal year, the Employer will set a holiday schedule which will include a total of thirteen paid holidays.

**MEMORANDUM OF UNDERSTANDING  
 BETWEEN THE CALIFORNIA STATE UNIVERSITY EMPLOYEES UNION (CSUEU)  
 SERVICE EMPLOYEES INTERNATIONAL UNION, LOCAL 2579,  
 AND UNIVERSITY ENTERPRISES, INC.**

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