

**AGREEMENT**  
**BETWEEN**  
**GENERAL TEAMSTERS LOCAL NO. 439**  
**AND**  
**UNIVERSITY OF THE PACIFIC**  
**PHYSICAL PLANT**  
**SEPTEMBER 1, 2007 THROUGH AUGUST 31, 2010**

INDEX

SECTION

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## **SECTION 1. RECOGNITION**

(A) The Employer hereby recognizes the Union as the sole collective bargaining representative of all employees employed by the Employer at its 3601 Pacific Avenue, Stockton, California 95211 location, excluding academic, professional, technical, secretarial, clerical, food service, confidential, security employees, and excluding temporary employees, student employees, working supervisors, guards and watch persons as defined in the Labor-Management Relations Act.

### **(B) SUB-CONTRACTING**

Should a department be proven to be an unreasonable financial hardship to the University, the Union and the University would meet to attempt to resolve the financial problems, and that sub-contracting should be the last resort. Nothing in the foregoing shall restrict, qualify or limit the Employer's right to maintain its past practices of sub-contracting where, in the Employer's judgment, such practice is desirable.

### **(C) WORK PERFORMED BY SUPERVISORS**

Supervisors shall limit their work to skilled work that cannot be effectively or totally performed by members of the bargaining unit. They may perform emergency work during non-scheduled hours when any portion of the work requires their level of skill. Supervisors shall also be responsible to prepare work sites for bargaining unit employees prior to the commencement of their assignment. Supervisors shall be responsible for training bargaining unit employees and may demonstrate how the work is expected to be performed, but in no event will a supervisor replace a bargaining unit person on a continuing basis.

## **SECTION 2. DISCRIMINATION**

There shall be no discrimination against any employee because of union affiliation or on the basis of sex, race, color, religion, age, handicap or national origin; nor shall any employee be sexually harassed or participate in any form of sexual harassment.

## **SECTION 3. EMPLOYEE DEFINED**

- (A) Regular, full-time employees are employees who work an uninterrupted schedule of forty (40) hours per workweek.
- (B) Regular, part-time employees are those who work a schedule of between twenty (20) and forty (40) hours per workweek.

(C) Temporary employees are employees who work less than twenty (20) hours per week, or employees who work intermittently, or employed for relief of employees who are absent because of vacation, sick leave, or leave of absences. Temporary employees also include employees whose employment starts after May 15<sup>th</sup> in any calendar year and is expected to terminate prior to August 31<sup>st</sup> in that calendar year. Temporary employees do not receive benefits, do not accrue vacation, sick leave or holiday pay and their period of employment is not counted toward qualification as to regular, non-probationary status nor is it counted toward Union membership requirements.

Temporary employees will not be used for the purpose of permanently replacing present employees or to diminish bargaining unit.

(D) Student labor will not be used for the purpose of permanently replacing present employees or to diminish the bargaining unit.

(E) Employees hired through Federal, State or Grant funding shall be deemed temporary employees.

#### **SECTION 4 UNION MEMBERSHIP AND HIRING**

(A) It shall be a condition of employment that all employees of the Employer covered by this Agreement, who are members of the Union, are in good standing on the effective date of this Agreement, shall remain members in good standing, and those who are not members on the effective date of this Agreement shall on or before the thirty-first (31<sup>st</sup>) day following the effective date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all new employees hired by the Employer and covered by this Agreement shall become and remain members in good standing in the Union, on the thirty-first (31<sup>st</sup>) day following their employment. A member in good standing is defined as an individual who pays the regular dues, initiation fees, and/or assessments required by the Union of its' membership.

(B) Upon written notice from the Union of failure on the part of any individual to maintain his/her status as a member in good standing, the Employer shall, within seven (7) days of such notice, discharge said employee.

(C) The Employer may hire employees from any source and shall allow the Union equal opportunity to provide. The Employer shall within seven (7) days from the date of hiring of a new employee, give the Union, in writing, the following information.

1. Name, home address and Pacific identification number.
2. Date on which the employee was hired.

- (D) The Employer shall be the sole judge of the fitness and qualifications of any applicant for the job to be filled.
- (E) The Employer will check off dues from the paychecks of individual employees within the bargaining unit who provide the Employer with a valid and lawful written authorization to do so. The Employer shall have no responsibility to obtain such written authorization

## **SECTION 5. HOURS OF WORK AND WORKWEEK**

- (A) The workweek for all regular full-time employees covered under this Agreement shall be forty (40) hours and the workday eight (8) hours.
- (B) The non-paid meal period shall be a minimum of thirty (30) minutes and a maximum of one (1) hour, unless otherwise mutually agreed.
- (C) Two (2) fifteen (15) minute rest periods, one (1) in each half ( $\frac{1}{2}$ ) shift shall be scheduled for each employee. The time of the rest period and the location for the rest period shall be determined by the employee's supervisor.

Employees working outside during inclement weather shall be directed to a location for the rest break period that is sheltered from the elements.

- (D) The normal workweek shall be any five (5) consecutive days, Monday through Sunday.
- (E) All work in excess of eight (8) hours in one day or forty (40) hours in one week shall be paid for at the overtime rate which is one and one-half ( $1\frac{1}{2}$ ) times an employee's regular straight time hourly wage rate. Premium hours shall not be counted in determining eligibility for overtime after forty (40) hours. An employee shall not be required to work a seven-day consecutive workweek more than once in any pay period. Double time will be paid for all hours worked after twelve (12) hours in a shift. Employees who refuse to be on the call list will not qualify for overtime on seniority basis.
- (F) When an employee is required to report on an emergency "call back" assignment during a non-scheduled work period, the employee shall be paid for a minimum of two (2) hours at double time; if the assignment requires more than two (2) hours to complete, the third ( $3^{\text{rd}}$ ) and subsequent hours shall be paid at time and one half ( $1\frac{1}{2}$ ).

Call back shall be by departmental seniority when the employee is qualified to do the work in the judgment of management. If the employee refuses the call back opportunity, the employee shall be by passed for the next three (3) call back opportunities. When an emergency exists and the Department of Public Safety makes the contact, the employee on the list provided by the Physical Plant Department shall be contacted. If the listed person

cannot be contacted on the first effort or refuses to report, the Department of Public Safety may contact anyone who can be reached who can do the work.

- (G) If an employee is required to continue to work after the completion of his/her scheduled shift, the employee shall receive overtime pay at the appropriate rate. If overtime work of a general nature, which is not an extension of work assigned to a specific employee, is required, such work shall be offered first to employees who are at work on the shift on the basis of seniority, provided they are qualified to perform the work. If not enough qualified employees accept the offer of such overtime work, the Employer may require qualified employees on the shift to perform the work, in reverse order of seniority.
- (H) If an employee is scheduled to work by the Employer prior to his/her scheduled start time, the employee shall be paid at one and one-half (1 ½) the employee's straight-time hourly rate to the scheduled start time at which time the employee will be paid in accordance with the provisions of (E) above. If an employee elects to leave work prior to the completion of his/her scheduled shift assignment, with the approval of management, the employee shall be paid in accordance with (E) above. If on the other hand, an employee is directed to leave work prior to the completion of his/her scheduled shift assignment, the employee shall be paid in accordance with this subsection.
- (I) In the event an employee is scheduled to work on his/her regular day off, and such work is not considered an emergency call back pursuant to Section 5 (F), the employee shall be guaranteed a minimum of two (2) hours at the overtime rate of pay.

## **SECTION 6. SENIORITY**

- (A) In the event of a reduction in force for any reason, layoffs shall be by reverse order of seniority in the department and the rehiring of employees shall be by seniority in the department so long as the abilities of the employees are equal.
- (B) The Employer shall provide a seniority list which shall cover all employees in each department. The departments are as follows: Custodial, Electrical, Grounds, HVAC, Painting, Plumbing, and Structures. The Athletic Department and outside functions do not fall under the jurisdiction of the Physical Plant Department or the Agreement between the University and Teamsters Local 439.
- (C) For new employees hired by the University, seniority shall not apply to any employee until he/she has completed the ninety working (90) days/720 hour probationary period for Electrical, Plumbing, HVAC, Painting, and Structures employees and sixty-five (65) working days/520 hour probationary period for Custodial and Grounds department employees.

- (D) The Employer will post a copy of the current seniority list and shall furnish a copy to the Union. Notice of any change in the seniority list, additions or deletions, shall be provided to the Union.
- (E) Vacant positions shall be posted for bid for a minimum of five (5) working days. Current employees, in the department, on the basis of seniority, shall be given first consideration for promotion, provided they are fully qualified to perform all duties and responsibilities of the vacant position. Employees with past experience in positions for greater responsibility shall be given additional consideration for advancement when their qualifications are at least equal to other applicants for the same position. If management determines that no current employee is qualified, outside applicants may be considered along with current employees and the Union shall be given equal opportunity to provide.

ANY DISPUTE ARISING FROM THIS PROCEDURE FOR FILLING VACANT POSITIONS SHALL BE SUBJECT UP TO AND INCLUDING STEP 3 OF THE GRIEVANCE PROCEDURE (I.E., NO ARBITRATION).

- (F) For any employee currently employed in any classification who wishes to be considered for a promotional position may be assigned, based on seniority, a trial period by management, not to exceed six (6) months. If management determines that the employee can perform the work, a promotion will be initiated. If management determines that the employee assigned a trial period is not fully qualified for the promotion, the employee will be reassigned to his/her former assignment or a comparable assignment. If a trial period is provided, it may be limited to the senior employee(s) who are best qualified for the duties and responsibilities of the vacant position.
- (G) Once every twelve (12) months an employee may file a request to be reassigned to a shift or workweek of their preference. Management shall meet the employee's request, based on seniority, when a vacancy occurs, provided the employee can fully perform the duties and responsibilities of the assignment. Required assignments to other shifts shall be voluntary, based on seniority, then assigned to the employees with the least seniority, in that department, who can perform the duties and responsibilities of the assignment.

The Employer shall make a reasonable effort to provide two days off when a shift change is initiated.

Two shifts are defined. Any shift beginning before 12:00 noon is considered a day shift. Any shift beginning after 12:00 noon shall be considered an evening shift.

- (H) An employee may request a shift change by filing a written request with his/her immediate supervisor and given an acknowledgment of the request, in writing, by the supervisor. When a shift change opportunity exists, the senior employee requesting such a change shall be assigned to the shift, provided the employee is qualified. If a request is denied, the Employer, at the request of the employee, may verbally discuss deficiencies that need to be corrected.

- (I) The parties recognize the need to provide employees the opportunity to improve their performance capabilities and prepare for potential promotional opportunities. When an employee notifies his/her immediate supervisor in writing that he/she wishes to prepare for a future promotional opportunity, the supervisor shall conference with the employee. Within fifteen (15) working days after the conference, the supervisor shall transmit a list of suggested skills to the employee that the employee would have to be capable of performing in order to be given serious consideration to fill a promotional vacancy. In addition to the list of skills, the supervisor shall provide suggestions on how the employee might gain proficiency in these skilled areas. This might include taking classes at Delta College, Woodruff Skills Center or another training center and it might include information about workshops, certification programs, and other training opportunities. When appropriate, an opportunity to be certified on machines, tools and equipment at the University shall also be afforded the employee within a reasonable time frame.

## **SECTION 7. JOB CLASSIFICATIONS AND WAGE RATES**

See Appendix A.

## **SECTION 8. HOLIDAYS**

- (A) The following shall be paid holidays for all regular, full-time employees:

New Year's Day  
Martin Luther King Jr. Day  
President's Day (when academic calendar allows)  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day

For purposes of this Section, the date that is celebrated by the University shall be considered to be the holiday. An employee will be deemed to have worked on the holiday only if he/she commences his/her shift on the holiday.

- (B) In addition, a minimum of three (3) paid seasonal days shall be granted as designated in advance by the Employer from year to year. If the academic calendar does not allow recognition of President's Day, a minimum of four (4) seasonal days shall be granted, but, in no event shall employees be entitled to less than a combination of eleven (11) holidays /seasonal days per year.

(C) Any employee required to work on one of the paid holidays designated above shall be compensated for all hours worked on such holiday at one and one-half times (1-1/2X) his/her regular straight time rate, in addition to pay for the holiday. Holiday pay shall be paid at the Group rate for all hours worked on a Holiday while performing work temporarily at a higher group rate.

If any employee fails to report for assigned work on a holiday, he/she shall forfeit holiday pay.

(D) Any employee required to work on one of the seasonal days shall be compensated for all hours worked on such seasonal day/ at his/her regular straight time rate of pay. In addition, such employee will be entitled to a compensating day off to be taken when mutually convenient to the employee and the Employer. The employee will endeavor to take the compensating day off within three (3) months of the date of the seasonal day on which he/she was required to work. If any employee fails to report for assigned work on a seasonal day, he/she will not be entitled to receive a compensating day off.

(E) To qualify for holiday or seasonal day pay, an employee shall have worked the last regular scheduled workday prior to the holiday and/or seasonal day and the first regularly scheduled workday following the holiday and/or seasonal day, except where absence on the workday prior to the holiday and/ or seasonal day or following the holiday/seasonal day was due to accident or illness certified to by a doctor's certificate (M.D.) Any employee who is deemed to be on paid leave status shall have his/her holiday and/or seasonal day pay prorated based on the employee's leave benefit.

(F) If an employee provides notification that he/she plans to attend religious services on a religious holiday that he/she is scheduled to work, the employee may use a vacation day or compensatory time off, if available.

## **SECTION 9. VACATIONS**

(A) Through first four years of service:	10 days
Beginning of fifth year through ninth:	15 days
Beginning of tenth year through fourteenth:	18 days
From beginning of fifteenth year:	20 days

(B) Should one of the paid holidays/seasonal days herein above designated occur within an employee's regularly scheduled vacation, such holiday/seasonal day shall not be charged as a vacation day.

- (C) Unused vacation will accrue from year to year up to a maximum of twenty-five (25) days (200) hours. Those employees whose accrued vacation reaches the maximum amount will no longer be eligible to accrue additional vacation until such employee uses enough vacation to bring his/her accrued balance below the maximum. At that point, the employee will again begin to accrue vacation days at the normal accrual rate. An employee receives no credit for periods of time when no vacation was accrued because the employee was at or above the maximum accrual point.
- (D) Vacation time shall be taken at such times as will best accommodate the Employer's academic vacation schedule. A vacation schedule shall be posted each year on the preceding November 30. Employees may request specific vacation periods from the schedule. Specific vacation periods by shop or department will be assigned based on seniority. Vacation time may be used at other times when authorized, in writing, by the employee's shop or department supervisor.
- (E) At the time of termination of employment, the employee shall be paid for all unused vacation accrued to the date of such termination.
- (F) An employee must be in a paid status to earn vacation. Earned vacation time shall be credited, prorated to the percent of time served while in paid status during each month.
- (G) Vacation pay shall be based on an employee's permanent assignment pay rate, unless the employee has spent more than fifty percent (50%) of his/her recorded time (time cards) during the twelve (12) months prior to taking an authorized scheduled vacation, at a higher Blue Card Rate, in which case the vacation pay shall reflect the higher rate.
- (H) If an employee wishes to schedule vacation time outside the normal bid process, upon approval of management and based on department need, he/she will be granted vacation leave after providing written notification three (3) days prior to the requested vacation leave, or unless otherwise approved by management if the need for vacation leave is unforeseen.

#### **SECTION 10. SICK LEAVE**

- (A) A regular full-time employee shall earn sick leave while in a paid status at the rate of ninety-six (96) hours (12) days per year. An employee shall be entitled to accumulate up to 720 hours (90 days sick leave). There will be no payout for sick leave earned past the maximum.
- (B) Sick leave payment shall begin on the first day of illness with reasonable proof of illness. A physician's certificate shall be required as a condition for payment of sick leave, except that at its option, the Employer may choose to waive such doctor's certificate for the first 16 hours (two (2) days) absence.

- (C) Sick leave shall be integrated with Worker's Compensation and Disability, and shall be considered supplemental thereto.
- (D) Pacific staff may donate accumulated sick leave to another staff member at Pacific who is in need of additional paid time due to a catastrophic illness or injury. Time will be donated to a recipient in increments equivalent to the donor's regularly scheduled workday. Donors may contribute a maximum of five (5) days to each recipient in any year. A recipient may receive a maximum of twenty (20) days for his/her catastrophic, serious, and extended leave. Once a sick time donation is credited it may not be retrieved for any reason. Each staff member must retain at least the equivalent of two (2) years accumulated sick time in their individual accounts in addition to any donation of sick time. Staff members leaving employment at Pacific cannot make a donation from their remaining sick leave balance. Human Resources will coordinate, review, and approve the process of catastrophic sick leave donations including eligibility and coverage.
- (E) See Appendix B - Attendance Control Program

#### **SECTION 11. LEAVE OF ABSENCE**

- (A) Personal leave without pay up to five (5) days annually may be granted for good cause when approved by the Director of Support Services. Requests for such leave shall be in writing and such personal leave shall not unreasonably be withheld; approval of leave shall be in writing.
- (B) All other leaves of absences shall be provided in accordance with Staff Employee Handbook.
- (C) Up to two employees at any time may take up to five (5) days leave without pay to attend scheduled union conferences, conventions or training programs. An elected official of the Union may take unpaid leave for a period of up to three (3) years, provided only (1) employee at a time shall be on such leave.

#### **SECTION 12. BEREAVEMENT LEAVE**

- (A) Bereavement leave up to three (3) days without loss of pay shall be granted to regular, full-time employees in the event of death in his/her immediate family, defined as mother, father, current mother-in-law, current father-in-law, spouse, children, brother, sister, grandparents or grandchildren, domestic partner, children of domestic partner, or parents of domestic partners. Payment of scheduled workdays which would have been worked, but for the funeral, shall be paid, if required, for the day of the funeral, the day before the funeral, and the day after the funeral.

- (B) If an employee is required to handle funeral arrangements for any member of the immediate family or is designated as the executor or executrix of the will of a deceased immediate family member, the employee shall be allowed to take his/her three days bereavement leave as the employee deems necessary. If requested, the employee shall provide the immediate supervisor with verification that they qualify under this section.
- (C) Upon notice, an employee may use up to two (2) additional earned vacation days to supplement the three (3) days bereavement leave.

### **SECTION 13. JURY DUTY**

- (A) A regular, full-time employee who is on approved jury duty leave will receive his/her normal straight-time earnings. The employee must notify the Employer as soon as reasonable after he/she receives notice to report (normally within twenty-four (24) hours). As a condition to receiving jury pay, the employee must produce a receipt from the Jury Commissioner confirming the dates he/she served as a juror.
- (B) An employee must report to work immediately prior to beginning or upon release from jury duty when he/she can work a minimum of three (3) hours in the remaining portion of the workday. Employees must keep their supervisors informed of hours expected to be in court and are expected to turn in a receipt from the court upon return to work.

### **SECTION 14. HEALTH AND WELFARE**

- (A) The University agrees to maintain employee benefit plans on the same basis as provided other Support employees of the University. All employees will pay for health and dental benefits at the same rate as the rest of the Stockton campus employees.

### **SECTION 15. PENSION PLAN**

- (A) The Employer shall provide a pension plan available to other Support employees of the University and on the same terms and conditions.
- (B) Employees in the bargaining unit shall remain eligible to participate in any of the voluntary TSA (Tax Sheltered Annuity) programs authorized by the Employer.

## **SECTION 16. GRIEVANCE PROCEDURE**

(A) Any grievance arising in connection with the application or interpretation of the provisions of the Agreement which cannot be amicably adjusted between the parties shall be reduced to writing and submitted to the Employer representative. No grievance shall be considered unless it has been first presented in writing within thirty (30) days of the alleged occurrence creating the grievance. In the event the grievance concerns the discharge or suspension of an employee, it must be presented in writing within five (5) working days following the discharge or suspension, or protest will be waived.

**STEP 1.** An employee with a grievance shall discuss the matter with the immediate supervisor within five (5) working days in the case of discharge or suspension or within thirty (30) working days in the case of other alleged grievances or the grievance protest shall be waived. If the employee so desires, the Shop Steward may participate. If the grievance is not resolved, the grievance may be taken to Step 2.

**STEP 2.** Within five (5) working days after completion of Step 1., the employee or the Union may file, in writing, with the immediate supervisor, a statement of the grievance. The statement of the grievance must set forth the date and time of the events that are the basis of the grievance, describe the events that are the basis of the grievance, and cite the Section and Article that the grievant feels has been violated. The supervisor shall respond to the employee's grievance within five (5) working days. If the supervisor fails to respond or if the employee deems the response unsatisfactory, the grievance may be taken to Step 3.

**STEP 3.** If the alleged grievance has not been resolved at Step 2, the employee or the Union, within five (5) working days after completion of Step 2, may submit the written grievance to the Vice President of Business and Finance, or his designee, for resolution. The Vice President of Business and Finance, or his designee, shall hold a meeting with the employee, Union representative, and others who may be of help in resolving the alleged grievance. A response in writing shall be transmitted to the employee and the Union within five (5) working days. If the Vice President of Business and Finance, or his designee, fails to respond, or if the employee deems the response unsatisfactory, the grievance may be taken to Step 4.

**STEP 4.** If the alleged grievance has not been resolved at Step 3, the employee, within five (5) working days after the completion of Step 3, may submit the written grievance to a Board of Adjustment consisting of two (2) representatives from the Union, no more than one of which is employed by the Local Union, and two (2) representatives from the Employer, only one of which is employed by the University at the Stockton campus. If the Board of Adjustment is unable to reach a decision the grievance may, at the request of either party, be submitted to an impartial arbitrator agreed to between the parties. If the parties are unable to agree upon an arbitrator, he/she shall be chosen from a panel obtained from the American Arbitration Association. After a coin flip, the parties shall alternately strike one

name from the list supplied by the American Arbitration Association until one name remains. That name shall be the impartial arbitrator, and his/her decision shall be final and binding on the parties, except as set forth below.

The arbitrator shall have no power to add to, subtract from or to change any of the terms or provisions of this Agreement. Jurisdiction shall extend solely to claims of violations of specific written provisions of the Agreement and involve only the interpretation and application of the Agreement. The decision and award shall be based upon the joint submission agreement of the parties, or in the absence thereof, the question raised by the parties with respect to the specific interpretation and application of the Agreement.

Each party shall bear all the expenses of its representatives and witnesses. The fee of the Arbitrator and other expenses connected with the formal hearing shall be borne equally by both parties.

(C) EXPEDITED OR STANDARD ARBITRATION

1. If the Union and the University mutually agree, Expedited Arbitration shall be the declared procedure for an arbitration. If there is no mutual agreement, Standard Arbitration procedures shall be utilized.
2. The parties agree to the following procedures for Expedited Arbitration:
  - a. There shall be no recording or reporting of the proceedings.
  - b. There shall be no briefs filed by either party, however, either party shall be free to provide the arbitrator with a written statement outlining their position, provided this statement has been forwarded to the other party at least five (5) working days before the scheduled hearing.
  - c. Whenever possible, the arbitrator shall issue a “bench” decision, but in no event shall the arbitrator take longer than ten (10) calendar days to render a written decision, should the arbitrator desire or be required to issue a written decision by the parties.
  - d. In discipline cases, the University shall be the moving party and present its case first, subject to direct examination by the arbitrator and cross examination by the other party. The other party shall then present its case, subject to the same direct examination and cross examination. In non-discipline cases, the moving party shall present its case first. The moving party shall summarize and close its case first, followed by the other party.
  - e. No attorneys representing the parties shall take part in the hearing proceedings.
  - f. All witnesses shall be excluded from the hearing except when testifying and there shall be no “coaching” of a witness during the hearing.

1. If Standard Arbitration is utilized, the arbitrator shall follow traditional procedures, which will be outlined before the formal hearing commences.
  - a. Either party may use an attorney.
  - b. The parties may mutually agree to request that a court reporter not be utilized.
2. All costs of arbitration shall be split equally between the parties except that each party shall cover their own costs.

### **SECTION 17. DISCHARGE AND DISCIPLINE**

The University agrees it shall not discharge nor suspend any employee without just cause, but in respect to discharge or suspensions, the University agrees to the following procedure:

1. A verbal warning shall be given.
2. First (1<sup>st</sup>) written warning.
3. Second (2<sup>nd</sup>) written warning
4. Final written warning - suspension.
5. Termination.

Should the conduct of an employee be sufficiently serious, the Employer shall have the right to skip or eliminate one or more Steps so that the discipline administered is appropriate when considering the seriousness of the conduct of the employee. Any employee refusing to be tested for drugs or testing positive for drugs will be terminated immediately.

The University agrees that it shall send a copy of all warnings, in writing, to the Local Union.

A warning notice shall not remain in effect for a period of more than twelve (12) months from the date of the occurrence which gave rise to such warning.

The Employer will provide terminated employees with a letter, upon request, outlining their duties (i.e., custodian, carpenter, etc.) and a letter of recommendation if appropriate.

This Section shall not be applicable to temporary or probationary employees.

### **SECTION 18. NO STRIKE - NO LOCKOUT**

During the term of this Agreement, the Union will not strike and the Employer will not lockout. Further, the Union will not authorize, encourage, direct, aid or assist any slowdown or other form of job action, and the Union will exert its best efforts to bring

about the immediate termination of any unauthorized strike, slowdown or job action. Any employee who violates this Section shall be subject to disciplinary action, including discharge.

#### **SECTION 19. GENERAL SAVINGS CLAUSE**

- (A) This Agreement shall be interpreted and applied under the laws of the State of California. In the event that any term or provision of the Agreement shall be determined to be illegal or void as being a contravention of any law, ruling or regulation of any governmental authority or agency, the other terms and provisions of the Agreement shall remain in full force and effect. If and when any term or provision is determined to be illegal or void, the parties will meet promptly to negotiate a substitution of term or provision which will be legal.
- (B) If the President of the University declares that the University is facing a financial deficiency that is likely to result in a general salary reduction of the staff, the parties may mutually agree to reopen negotiations to negotiate the effects of such a financial deficiency

#### **SECTION 20 UNION REPRESENTATIVES**

##### **(A) Attendance at Meetings by Employees**

Any Bargaining unit member, who is directed to attend a meeting at which one of the issues is the proposed discipline of said employee, shall be entitled to Union representation at such meeting, provided however, representation of such employee includes no more than one University employee unless otherwise designated by mutual agreement between the Employer and Union. The limitation of this Section shall apply to employees on paid release time and not to Union staff or witnesses who may be necessary to the meeting.

##### **(B) Shop Stewards**

The Union may appoint a reasonable number of Shop Stewards. Grievances which may arise and which cannot be adjusted on the job shall be reported to the Union by the Steward, provided however, in no event shall the Steward or the Union order any changes, and no changes shall be made except with the consent of the University.

If an aggrieved employee desires the assistance of a Steward as provided in the grievance procedure, the University shall afford said Steward reasonable time off during work hours without loss of compensation or other benefits to investigate and take up said grievance. Prior to any investigation, the Steward shall obtain the approval of the Department Supervisor or the Director of Support Services before leaving his/her duties or work assignment for the purpose of investigating and/or processing a grievance.

(C) Access to Work Locations

Reasonable access to employee work locations upon notice to the University shall be granted to Officers and Business Agents of the Union, for the purpose of contacting members of the bargaining unit concerning business within the scope of representation. Access shall be restricted so as not to interfere with the normal operations of the department or with established security requirements of the University.

Solicitation of membership and activities concerned with the internal management of an employee organization, such as collection of dues, holding membership meetings, campaigning for office, conducting elections, or distributing literature, shall not be conducted during on-duty hours.

The Union shall designate, in writing to the Director of Support Services, the names of the representatives and Shop Stewards listed above.

**SECTION 21 STATEMENT OF BENEFITS**

The University shall provide a statement of benefits to each employee annually. The statement will review the benefit plans for which the employee has enrolled along with the number of hours of vacation time and sick leave time that the employee has accumulated.

**SECTION 22 PERSONNEL FILES**

The following items shall be considered part of the employee's personnel file:

1. Letters of Commendation
2. Training achievements
3. Evaluations
4. Disciplinary actions and warnings

These items will be considered when making decisions regarding promotions, disciplinary actions and responding to grievances.

**SECTION 23 SAFETY MEETINGS**

The Employer shall hold safety meetings in conformity with applicable law. The safety meetings may be department by department, combine a number of departments, or combine

all the departments of the Physical Plant. The Employer shall be responsible for preparing the proper agenda and presenting the safety information.

**SECTION 24 TERM OF AGREEMENT**

This AGREEMENT shall remain in full force and effect from the first day of September 1, 2007 through August 31, 2010 and shall be extended past the expiration date only by mutual consent of both the General Teamsters Local 439 and the Employer.

IN WITNESS WHEREOF the parties hereto executed this Agreement by their respective representatives authorized to do so on the date first above written.

FOR THE

FOR THE

**TEAMSTERS UNION LOCAL 439**

**UNIVERSITY OF THE PACIFIC**

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

## APPENDIX A

### WAGE RATES per hour----EFFECTIVE September 1, 2007

<u>GROUP</u>	<u>BASE RATE</u>	<u>TRAINEE RATE</u>
Group I	\$11.00	
Group II	\$15.73	\$14.16
Group II—Lead	\$18.54	\$16.69
Group III	\$22.12	\$19.91
Group III—Lead	\$23.93	\$21.54
Group IV—Structures/Mechanic	\$27.31	\$24.58
Group IV—Lead Structures	\$29.12	\$26.21
Group IV—HVAC, PL, EL	\$27.87	\$25.08
Group IV Lead—HVAC,PL, EL	\$29.66	\$26.70

All employees hired on or before 9/1/07 shall receive a 3% merit increase retroactive to September 1, 2007 as reflected in the above wage rates.

Commencing September 1, 2008, and each year thereafter, the Group II wage rates and higher will increase by the annual merit increase awarded to the University staff employees at the Stockton campus, but in no event shall be less than 2% in each year of the agreement.

For newly hired employees at Group II or higher and for employees transferring into new job assignments that are rated Group II or higher, a trainee rate shall be established that is ninety percent (90%) of the established rate. The trainee rate shall be limited to a six (6) month period. After six (6) months, the employee will be paid the full rate of the position provided that the employee has successfully completed all aspects of the training and obtained all required certifications and/or licenses.

Group I employees hired on or before 9/1/07 shall receive an additional \$0.25 per hour.

Effective September 1, 2008, Group I base rate shall be increased to \$11.25 per hour.

Effective September 1, 2009, Group I base rate shall be increased to \$11.50 per hour

The Employer will pay wages in accordance with payroll practices used for staff at the Stockton Campus. If the Employer elects to change payroll practices, it shall give a sixty-day (60) written notice to the Union.

## GROUP I

Demonstrate general competence and experience necessary for the performance of routine tasks in one or more areas generally associated with the maintenance of campus plant facilities, hard-surface and grounds.

Possess knowledge of and adeptness in the use of manual tools. Operate equipment and machinery required to carry out assignments. Perform minor upkeep and maintenance service on equipment and machines.

Use materials and supplies needed to carry out assignments in an efficient manner. Apprise the immediate lead person or supervisor of any materials or supplies that may be in short supply which are needed to perform daily tasks or to enhance productivity.

## GROUP II

Demonstrate general competence and experience necessary for the performance of more complex tasks in one or more areas generally associated with the maintenance of campus plant facilities, hard-surface and grounds, but requiring a greater level of skill and training than employee in Group I.

Ability to operate more complex machinery and equipment that requires training and experience to develop proficiency. Use of simple instruments and testing equipment in accordance with past practice.

Duties and assignments requiring a degree of independent judgment. Apprise the immediate supervisor to any materials or supplies that may be in short supply which are needed to perform daily tasks or to enhance productivity.

Employees in this group may be assigned an assistant(s) whom they will schedule and assign and, as necessary, provide training with effective communication skills.

Group I employees may be assigned to refinishing work with the condition that such work shall be overseen by a Group II employee. In the event a Group II is not on shift at the time the work is assigned to a Group I, the Group I employee shall receive the Group II rate of pay.

All other Custodial work shall be considered Group I pay with the exception of:

- 1 - Warehouse Group II
- 1 - Stock person Group II
- 1 - Group II in Pharmacy for the purpose of overseeing the Group I
- 5 - Group II Lead positions

All other personnel receiving Group II pay in the Custodial Department will remain at the Group II Pay Level.

Group II shall include the classifications of Electrical Group II Helper/Light Bulb Changer and Mechanic II.

All pieces of equipment shall be operated by Group II, Group III or Group IV employees. The employee must be certified as being competent to operate the equipment. Competency includes the ability to operate all equipment in a safe manner.

1. Tractors exceeding 35 horsepower
2. Backhoe
3. Front End Loader
4. Small and Large Riding Mowers
5. Large Truck Operations (one and one-half (1-1/2) tons or more
6. Jackhammer
7. Garbage Truck

If the Employer purchases comparable equipment for use by the bargaining unit, it shall be added to this list. The placement of new equipment on this list shall be a valid subject for negotiations between the parties.

#### GROUP III:

Demonstrate general competence and experience necessary for the performance of more complex tasks in one or more areas generally associated with the maintenance of campus plant facilities, hard-surface and grounds, but requiring a greater level of skill and training than employees in Group II.

Group III shall include the Mechanic III classifications.

Ability to operate more complex machinery and equipment that required considerable training and experience to develop proficiency. Use of more complex instruments and testing equipment that requires additional training. Have thorough knowledge of field of work.

Duties and assignments requiring use of considerable independent judgment, including a higher level of skill to perform at the Group III level. Exercise judgment to effect a proper loss control system. Forecast equipment and supply needs, order same in a prudent manner.

Employees in this group may be assigned an assistant(s) whom they will schedule and assign to meet task deadlines in a timely manner. If necessary, the employees in this group shall provide training to assistant(s) with effective communication skills.

#### GROUP IV:

Demonstrate proficient competence and experience necessary for the performance of complex tasks in one or more areas generally associated with the maintenance of campus plant facilities,

hard-surfaces and grounds, but requiring a greater level of skill and training than employees in Group III.

Ability to operate more complex machinery and equipment that required considerable training and experience to develop proficiency. Use instruments and testing equipment in a proper manner. Have a thorough and extensive knowledge of field of work, including but not limited to HVAC Techs, Electricians, Plumbers, Structures, Master Mechanics, and any other designated employee who is currently classified at the Group IV level.

Duties and assignments requiring use of considerable independent and analytical judgment. Exercise judgment to effect a proper loss control system. Forecast equipment and supply needs, order same in a prudent manner.

Employees in this group may be assigned an assistant(s) whom they will schedule and assign to meet task deadlines in a timely manner. If necessary, the employees in this group shall provide training to assistant(s) with effective communication skills.

If a Group III is assigned to a major renovation he or she is asked to help plan, design and oversee the project, they will receive Group IV pay. Planning alone will not constitute Group IV pay. Helping design alone will not constitute Group IV pay.

#### LEAD PERSONS:

The Lead Person shall perform any work assigned to workers performing at their level within the bargaining unit. The Lead Person shall serve at the pleasure of the Employer but if relieved of Lead Person duties will continue to be employed at the appropriate level within the bargaining unit. Lead Person duties shall include the authority to direct and assist bargaining unit employees. A Lead Person may be assigned training duties as designated by Management. When a Lead Person observes an individual or individuals who appear to be violating the work requirements, the Lead Person, will inquire regarding the situation and report the incident(s) to his/her supervisor.

#### REPLACEMENT WAGES FOR EMPLOYEES REPLACING PERSONEL WITH GREATER RESPONSIBILITY

Group I employee, when performing Group II work will be paid at Group II rate.

Group II employees, when performing Group III work, will be paid at Group III rate.

Group III employees, when performing Group IV work, will be paid at Group IV rate.

Employees replacing a LEAD PERSON or Supervisor shall be paid:

An extra \$ .65 (65 cents) per hour for LEAD PERSON assignments.

An extra \$ .90 (90 cents) per hour for Supervisor assignment.

## APPENDIX B

### ATTENDANCE CONTROL PROGRAM

To provide a fair and consistent program for controlling absenteeism and tardiness, the Parties hereto have established the following program effective with the ratification of this Agreement.

This Attendance Control Program is being implemented to control absences and tardiness. For the purpose of this program the absences and tardiness do not include pre-approved vacations according to Section 9 of the Agreement and/or the eight (8) free sick days for which the employee may be qualified. The Employer reserves the right to request a doctor's verification for any sick time used. In addition, employees will not be assessed points for the following:

Authorized Jury Duty	Protected Military Leave
Authorized Funeral Leave	Protected Firefighter Leave
Authorized Holidays	Protected Parental Leave for School Matters
Authorized Vacations	Protected Domestic Violence Leave
Confirmed Industrial Injury	Protected Literacy Leave
Confirmed Family Medical Care Leave and California Family Rights Leave	Approved Accommodations for Religious Beliefs and Observance
Protected Kinicare Leave	All other Approved Leave of Absences
Protected Voting Leave	Any other Protected Leave for which the Employee Qualifies under Applicable Law

No points will be assessed as a result of the above events except in those instances where the employee fails to verify his/her reasons for absences.

If an employee believes an absence falls within one of these protected categories, the employee must fill out a form giving all factual information necessary to confirm that the absence falls within one of the protected categories. Completing the form for absences due to vacation or holiday leave will not be necessary.

Under this Program, employees will be assessed points for the various forms for absenteeism and tardiness as follows:

- Employees will receive two (2) points for each day of absence.

- Employees who will be absent from work on any given day, including overtime and holiday work assignments, must report such absence prior to their scheduled starting time. Employees who call after their scheduled start time but before the end of their shift shall receive ½ point. Employees who fail to notify the department of their absence on the date for which they are scheduled to work shall receive an additional one (1) point in addition to the points assessed for the absence.
- Employees who arrive late to or leave early from their shift will receive one (1) point for each occurrence. Employees who arrive late and who failed to notify the Employer's prior to their scheduled starting time will receive an additional one (1) point.
- Employees who leave early and fail to verify the reason to the Employer's satisfaction will receive an additional one (1) point.

In addition to the above, employees who are absent from work for two (2) working days or more must continue to report such absences or suffer a break in service as provided for in the Labor Agreement. In addition, no employee will be allowed to return to work without an accurate and complete doctor's release covering the entire period of absence. The entire absence will be considered as an occurrence of absence and the employee will receive two (2) points.

Every January 1<sup>st</sup> of each calendar year, employees shall be granted six (6) medical appointments not to exceed twelve (12) hours. All medical appointments leaves must be used within each calendar year. Such time off for medical appointments shall be charged against an employee's sick leave.

In addition to the medical appointments as described above, employees shall be granted three (3) leave earlies/tardies with the condition that the employee work at least four (4) hours on a day the employee designates as a leave early/tardy. All leave earlies/tardies are granted on a rolling calendar year.

In all cases regarding leave earlies/tardies and medical appointments, employees are required to notify his/her supervisor prior to the utilization of the leave.

Any employee who has six (6) months of perfect attendance shall have two (2) points removed or banked. An additional point shall be removed or banked for each month of perfect attendance thereafter, for a period of up to one year. The total amount of points that an employee can bank in one year is eight (8) points. All banked points shall drop off at the end of the second calendar year.

The Attendance Control Program as it relates to individual employees will be maintained on a rolling twelve (12) month period basis beginning on the date an employee receives his/her first point. Points will be removed twelve (12) calendar months from the date of issuance.

Employees who violate this Program will be disciplined in the following manner based upon their point total accumulated:

- 3 points - Verbal Warning
- 6 points - 1<sup>st</sup> Written Warning
- 9 points - 2<sup>nd</sup> Written Warning
- 11 points - Final Written Warning and Administrative Suspension
- 13 points - Termination

Notwithstanding any of the following, any employee who fails to report to work and fails to notify the University of his/her absence as required for three (3) consecutive workdays shall be considered to have abandoned his/her job and will be terminated from employment.

An employee will be issued a copy of their updated Attendance Control Record including point total with each assessment or removal of Attendance Control points within five (5) working days of the event. The employee must initial the supervisor's copy of the record with each issuance thus indicating only receipt of the copy and that a point adjustment has been made by the University. Any discrepancy regarding an employee's new point total must be rectified within five (5) working days from the date the Attendance Control Record was issued to the employee.

The employee and the Union shall receive a copy of any disciplinary action(s) under this Attendance Control Program.