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Leland Stanford Junior University, Board of Trustees and United Stanford Workers, AFL-CIO, Local 680 (1985)

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Leland Stanford Junior University, Board of Trustees and United Stanford Workers, AFL-CIO, Local 680 (1985)

Keywords

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AGREEMENT

BETWEEN

The Board of
Trustees of the
LELAND STANFORD
JUNIOR UNIVERSITY

&

UNITED STANFORD
WORKERS
Local 680
S.E.I.U., AFL-CIO

SEPTEMBER 1, 1985

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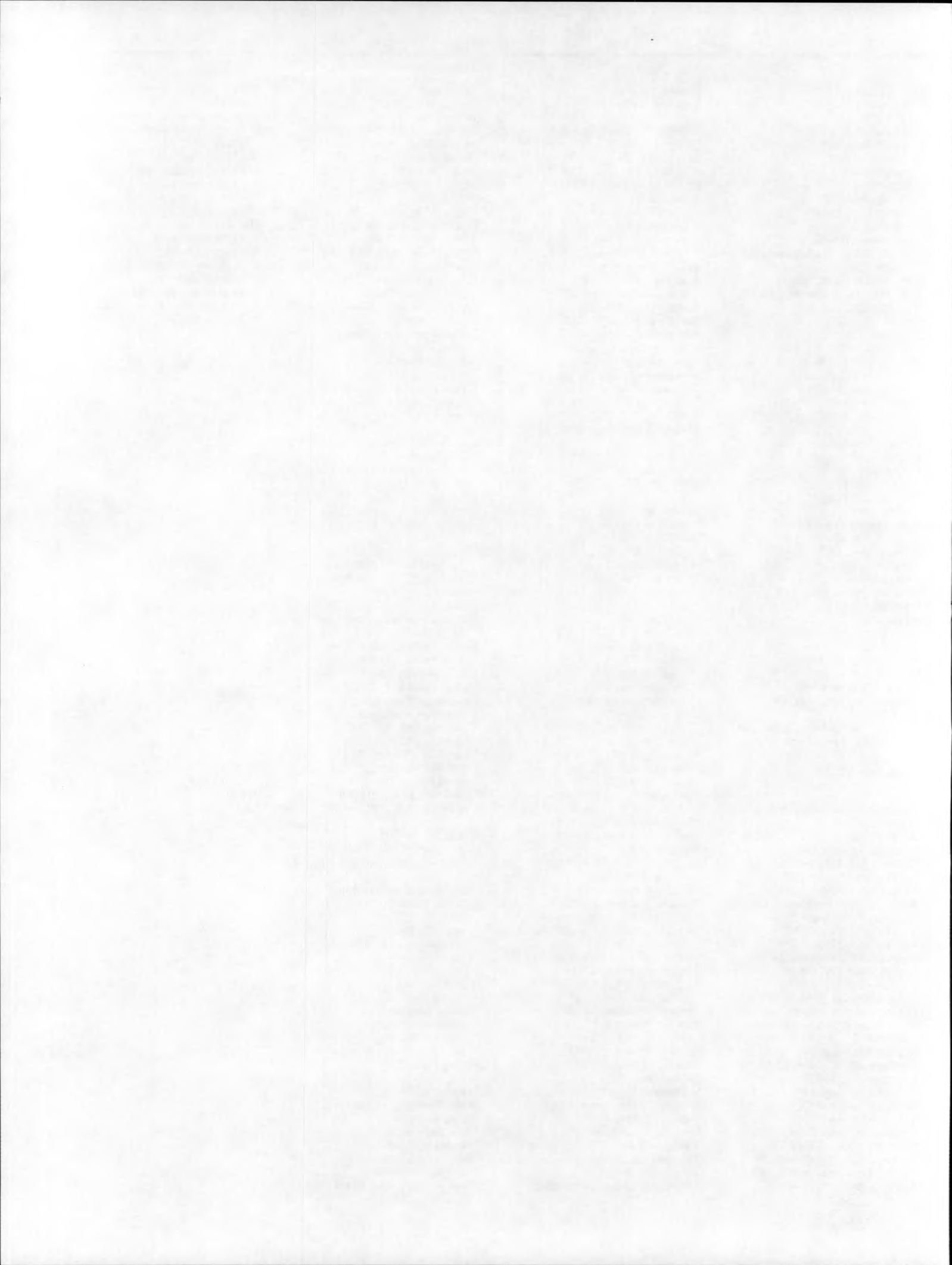
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AGREEMENT

This Agreement is made and entered into this fourteenth day of November, 1985, between Leland Stanford Junior University (called the "University") and United Stanford Workers, Local 680, S.E.I.U., AFL-CIO, CLC (called the "Union").

ARTICLE I: REPRESENTATION

A. RECOGNITION AND COVERAGE

1. Unit

In accordance with the certification of the National Labor Relations Board (NLRB) in Case No. 32-RC-2055, the University recognizes the Union as the exclusive representative for purposes of collective bargaining concerning wages, hours and working conditions for the following unit found appropriate by the NLRB:

All regular staff maintenance employees, laboratory support personnel, custodians, food service employees, audiovisual operators, nonexempt computer operations personnel, production control clerks and tape librarians employed by the Department of Informational Technology Services and the SLAC Computing Services (ITS and SCS), book preservers and all regular staff book warehouse assistants and proofreaders of the Stanford University Press all employed by the University in Northern California; EXCLUDING: All other employees, office clerical employees; all employees of Stanford University Hospital; patient care employees; shelvers; computer production control clerks other than in ITS and SCS, computer production control coordinators and operations specialists; programmers, scientific and engineering associates; all currently represented employees; guards, supervisors, professional and confidential employees as defined in the Act.

2. Regular Staff

The term "regular staff" includes only employees in positions requiring at least twenty (20) hours work per week for a period actually lasting at least four (4) months.

3. Dual Function Employees

Any regular staff employee who is employed at least sixteen (16) hours a week in work covered by this Agreement and is neither an exempt employee within the meaning of the Fair Labor Standards Act, as amended, or a supervisor, guard, or confidential employee within the meaning of the National Labor Relations Act, as amended, shall be considered to be covered by this Agreement.

4. Workers

All employees within the bargaining unit shall be called "workers" in this Agreement and its appendices.

5. New Facilities

To the extent legally permissible, the Union and the University will apply this Agreement to all University employees performing work at new facilities operated by the University in Northern California and covered by the recognition clause in paragraph 1 above.

6. Jobs Outside of the Bargaining Unit

The University and the Union agree that no job at the University at the time of execution of this Agreement not then classified by the University in one of the classifications set forth in Appendix A of this Agreement, is either covered by this Agreement or within the unit for which the Union is recognized in accordance with paragraph I.A.1. above. If any such job changes substantially and permanently, subsequent to execution of this Agreement, so that the job consists predominantly of work covered by paragraph I.A.1. and satisfies the remainder of the provisions of part I.A. of this Agreement, the job shall be included within the bargaining unit.

B. AGREEMENT

1. Exclusive

This Agreement and its appendices are the exclusive record of agreement between the University and the Union on matters of wages, hours and working conditions.

2. Term of Agreement

This Agreement shall become effective September 1, 1985, and shall continue in effect for three (3) years, to and including August 31, 1988 and from year to year thereafter unless, at least sixty (60) days

prior to August 31, 1988 or at least sixty (60) days prior to any subsequent anniversary date thereafter, either party gives written notice to the other of its desire to terminate or to make changes in this Agreement. The party giving such notice must deliver to the other party, at least forty-five (45) calendar days prior to August 31, 1988 or to any subsequent anniversary date thereafter, a written document setting forth all initial proposals for change. The responding party shall then deliver, within fifteen calendar days of receipt of the moving party's proposals for change, a written document setting forth initial proposals for change.

3. Amendment

The University and the Union may mutually agree to amend or add to any provision of this Agreement or its appendices. Any such amendment or modification must be in writing executed by the duly authorized representatives of each party and any oral modification or amendment shall be of no force or effect.

4. Separability of Provisions

If any provision of this Agreement should be held invalid by operation of law or by a final determination of any tribunal of competent jurisdiction, or if compliance with or enforcement of any section or sub-section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement, or the application of such section or sub-section to persons or circumstances other than those as to which it has been held invalid or as to which compliance or enforcement has been restrained shall not be affected. Should such invalidation occur, the parties shall meet promptly to negotiate such substitute provisions as are legally permissible and consistent to the extent practicable with the original intentions of the parties. If the parties are unable to agree on such substitute provision, the dispute shall be resolved in accordance with the grievance and arbitration procedures provided in Article I. However, Paragraph C.6.d.(2) shall not apply.

5. Communications

All written communications concerning the application and interpretation of this Agreement including correspondence relating to a grievance as defined in C.2.b. and c. below shall be sent to the Union Office as "President, United Stanford Workers, Local 680," to an address supplied by the Union; and to the University as "Manager of Employee Relations", Stanford University, Stanford, California 94305.

C. GRIEVANCES AND ARBITRATION

1. Purpose

The purpose of the procedure set forth below is to provide the University and the Union with an orderly means of resolving disputes which may arise between them.

The Union agrees that this procedure shall be in lieu of any other formal procedure established by the University for the resolution of grievances and shall be the exclusive means for the resolution of workers' and Union grievances or claims against the University.

2. Definition—Worker and Union Grievances

a. Eligibility

To be eligible to use this procedure a worker must have successfully completed the trial period of employment as defined in Article III. A.7.

b. Grievance by a Worker

A grievance is a claim by a worker against the University concerning the worker's wages, hours, working conditions, or any other conditions of employment and involving the interpretation or application of this Agreement. The term "grievance" does not include any claim or dispute concerning an action or inaction by one or more other workers.

c. Union Grievance

A Union grievance is a written claim by the Union against the University concerning a worker's wages, hours, working conditions, or any other conditions of employment or representation and involving the interpretation or application of this Agreement. A Union grievance shall be started by a steward or Union officer authorized by the Union to file grievances under this Agreement. The Union shall provide the University with a list of those persons so authorized and update the list within five (5) days of any change.

3. Step One (oral discussion)

A grievance by a worker is started when the worker (called "grievant") tells his/her supervisor the facts of the grievance and asks for resolution within five (5) working days. One representative (the steward, Union officer or field representative) may be present at the option of the grievant. If the grievant does not accept the resolution of his/her grievance, he/she may proceed to Step Two. The grievant may at his/her option skip Step One and begin the grievance at Step Two. A Union grievance shall be initiated at Step Two of this procedure unless the Union grievance concerns a claim which an individual worker could have raised as a grievance. If this is the case the grievance must be started at Step One.

4. Step Two—Filing of a Formal Grievance

The grievance shall be submitted in writing to the Manager of Employee Relations within the time frames for timely filing of grievances set forth in b. below. The University will submit to the Union a numbered copy of the grievance within two (2) working days from receipt of such grievance.

a. Content

The written grievance shall be signed and dated by the grievant or designated Union steward or officer, and shall contain a specific description of the basis for the claim under 2.b. above, the immediate supervisor of the grievant or individual worker involved, the date the event complained of occurred, the resolution desired, and the specific provision or provisions of the Agreement alleged to be involved.

b. Timeliness

In cases of discipline or separation, the grievance shall be submitted no later than fifteen (15) calendar days, and in all other cases no later than thirty-five (35) calendar days, after the date the action occurred or should have occurred. In cases arising under Article IX.A., any grievances filed by the worker or the Union concerning a worker's selection for layoff must be filed within thirty-five (35) calendar days of the worker's receipt of the notice of layoff. Notwithstanding the preceding sentence, if in the case of a grievance, by a worker, the worker aggrieved did not know of the action or failure to act when it occurred, then the grievance shall be submitted no later than thirty-five (35) calendar days after the day when the worker could reasonably have been expected to have known; if in the case of a Union grievance which is not a claim on behalf of any worker, neither the Union, nor any of its agents, knew of the action or failure to act when it occurred, then the Union grievance shall be submitted within thirty-five (35) calendar days after the day the Union or any of its agents could reasonably have been expected to have known.

5. Step Two—Response or Referral for Review

Within ten (10) days of receipt of the written grievance, the Manager of Employee Relations or his/her designee will either:

a. Provide a written response to the grievant with a copy to the Union; OR

b. Set a review meeting with the supervisor's supervisor or department head which will include the grievant, one representative of the Union and a representative of the Manager of Employee Relations.

(1) Review Meeting

The supervisor's supervisor or department head shall hold the meeting within five (5) working days after referral of the grievance with those in attendance as specified in b. above, and such persons as can in the view of the supervisor's supervisor or department head because of their knowledge of the facts, contribute to an appropriate review of the grievance.

(2) Determination

The reviewing University representative shall present a written determination of the grievance with copy to the grievant, the Union, and Manager of Employee Relations within ten (10) working days after the final review meeting.

If the Union does not accept the determination of the grievance, then within ten (10) working days after receipt the Union may refer the grievance to arbitration by written notice to the Manager of Employee Relations.

6. Arbitration

a. Selection of Arbitrator

When the Union has requested arbitration, in accordance with this Article, the designated representatives of the parties shall within five (5) working days after receipt of the referral to arbitration, select an arbitrator from the following seven (7) persons by the alternate striking of names, with the Union striking first until one remains, who shall be arbitrator:

- Armon Barsamian
- Robert Burns
- Barbara Chvany
- Gerald McKay
- Adolph Koven
- Louis Penfield
- John Kagel

b. Scheduling

Grievances filed under this Agreement shall be scheduled for arbitration in the order in which Step Two written responses or determinations are received except that all grievances filed over the discharge or permanent layoff of a worker shall be given priority scheduling.

Arbitrations shall be scheduled to be held as soon as possible giving due consideration to the schedules of the representatives of the parties, provided that the failure of the Union to set a hearing date within thirty (30) calendar days of the date of referral to arbitration shall constitute a waiver of the claim.

c. Hearing

The hearing shall be open unless the arbitrator rules otherwise. Prior to the hearing the University and the Union shall attempt to reach agreement on a joint submission of the issue to be presented to the arbitrator. If the parties fail to agree each shall submit a separate statement of issue and the arbitrator shall then determine the issue or issues to be heard provided that the issue is arbitrable in accordance with this Article. In hearings under III.B.5.(d), the issues shall be as stated in that Article.

d. Decision

- (1) After such hearing the arbitrator shall render as soon as possible a decision which shall be final and binding on all parties.
- (2) The arbitrator shall have no power to add to, subtract from, alter, modify, or amend any of the terms or provisions of this Agreement.
- (3) The decision of the arbitrator shall be final and binding as to the specific fact situation presented and shall be precedent under this Agreement only to the extent that succeeding cases involve either:
 - (a) Involve the same fact transaction and the same language of the Agreement that were the subject of the award asserted to be precedential; OR
 - (b) Where the parties have agreed that the arbitrator's award shall stand as precedent for future cases of the interpretation and application of a specific clause or clauses of the Agreement.

e. Expense

The cost of compensation and expenses of the arbitrator, including the cost of a transcript unless a transcript is waived by mutual agreement of the parties and the arbitrator, shall be divided equally between the parties.

7. Informal Resolution by the University

The Union agrees that nothing in this procedure shall prevent the University from attempting to resolve a grievance at any time or at any level including a private meeting with the individual worker without the presence of the Union provided that the worker is willing and that any adjustment of a grievance shall not conflict with the terms of this Agreement.

8. Precedence

No adjustment of a grievance shall set aside, or abolish or ignore any provision of this Agreement. Resolutions shall in no case be deemed to be precedents which add to or detract from the obligations assumed by the parties under this Agreement.

9. Grievant's Rights

a. Worker's Presence

The grieving worker shall have the right to be present at all Steps specified in this procedure concerning his/her grievance with no loss of pay or benefits for meetings held on work time. No worker should be subjected to intimidation or harassment in the raising or processing of grievances, but in no case shall advocacy of a position nor encouragement of settlement be considered impermissible conduct.

b. Representatives

A worker shall have the right at all Steps specified in the grievance and arbitration procedure to have the assistance of one representative of the Union, who is either a steward, Union officer or field representative.

10. Time Limits

a. Processing of Grievances

The University and the Union agree that grievances should be raised, and settlement attempted, promptly. Failure of the Union or a worker to proceed within any time limit set forth in this Article shall constitute a waiver of the claim. Failure of the University to act within any time limit set forth herein shall entitle the grievant to proceed to the next step. If the University has not responded within the required time limit, the University shall be deemed to have rejected the grievance on the last day of the period for response and the matter may be appealed to the next level. However, any of the time limits set forth in this Article may be extended only by mutual written agreement of the University and the Union.

b. Limit of University Liability

The University shall not be liable for, nor shall any review or arbitration hearing concern, a claim for back wages or other financial reimbursement for any period prior to one hundred twenty (120) calendar days before the filing at Step Two of the formal grievance which is the subject of the claim, review or arbitration hearing.

11. Grievances Pending

Grievances filed prior to the effective date of this agreement and referred to arbitration shall be heard in accordance with the procedures set forth in the prior Agreement.

D. UNION SECURITY

1. Union Membership, Dues, and Fees—New Hires

It shall be a condition of employment that all workers hired under the terms of this Agreement, on or before completion of the trial period specified in Article III.A.7., either shall tender to the Union a service fee equal to the periodic dues uniformly required of Union members or shall become a member of the Union in good standing.

2. Union Membership, Dues, and Fees—All Others

It shall be a condition of employment that all workers hired prior to signing of this Agreement, within thirty-one (31) calendar days after signing of a new Agreement, either shall tender to the Union, a service fee equal to the periodic dues uniformly required of Union members or shall become a member of the Union in good standing.

3. The University and the Union agree that the requirement set forth in paragraphs 1. and 2. above to acquire and maintain membership in the Union in good standing as a condition of employment, means only the obligation to tender periodic dues uniformly required of Union members.

4. Information

Both the University and the Union shall undertake to advise workers hired subsequent to the date of signing of this Agreement of their obligations under this Article.

5. New Hire Meeting with Union Representative

A Union representative may, after arranging a convenient time with the worker's supervisor, meet with each newly hired worker on work time for up to thirty (30) minutes during the worker's first thirty (30) calendar days of employment to describe the services of the Union.

6. Dues and Fees

a. Deduction

Any worker required to pay periodic membership dues or equivalent service fees to the Union as a condition of employment under this Article, will be deemed to have satisfied his/her obligations for any period (after dues or fees deduction begins) in which they have had a payroll deduction authorization on file with the University.

b. Non-payment

Upon receipt of a written notice from the Union of the failure of any worker to comply with Section D.1. and 2. above, as applicable, the University within ten (10) working days shall separate the worker from employment for just cause.

c. Other Grounds

No worker shall be separated for non-membership in the Union if the University has reasonable grounds for believing that the Union's request is for reasons other than the failure of the worker to tender a service fee equivalent to the periodic dues uniformly required of Union members as a condition of membership.

7. Union Dues and Fees

a. Check Off

The University shall deduct during the period of this Agreement, in the manner and to the extent provided in this Agreement, monthly Union dues or equivalent service fees for each worker who has authorized dues or fees deduction on an authorization form completed and submitted in accordance with this Agreement. The authorization shall be irrevocable for a period not to exceed one (1) year but shall thereafter be subject to revocation during the revocation period as described in the authorization form below. Any worker wishing to revoke his/her authorization may do so by submitting a request in writing to either the Manager of Employee Relations or the Union. The recipient of a request for revocation shall transmit promptly a copy to the other. In either case the request shall be considered to be filed with the Manager of Employee Relations upon the date of receipt by the Manager of Employee Relations and shall be effective, if timely filed, for the first payday which is at least two (2) weeks after receipt by the University.

b. Deduction Authorization Form

I hereby authorize and request Leland Stanford Junior University (called the "University") to deduct from my wages each month the amount or percentage certified by the President and Treasurer of United Stanford Workers, Local 680, S.E.I.U., AFL-CIO, CLC (called the "Union") as the amount or percentage equal to the periodic dues uniformly required as a condition of membership in the Union, and to remit the amounts deducted to the Union. This authorization shall be automatically cancelled at such time as I am no longer employed in the bargaining unit represented by the Union at the University but shall otherwise remain in effect from year to year unless revoked by me in writing during the two (2) week revocation period beginning one (1) year after the beginning of the deduction herein authorized and from year to year thereafter, or beginning with the expiration date of the collective bargaining agreement in effect between the University and the Union, whichever is sooner. My notice of revocation shall be effective, if timely filed, for the first payday which is at least two (2) weeks after receipt by the University.

Date of Execution	Name of Employee
	Social Security Number

c. Certification

No such authorization shall be effective until sixty (60) calendar days after the Union has filed with the Manager of Employee Relations a certification which is signed and dated by the Union's President and Treasurer and states the monthly dues uniformly required as a condition of membership or until sixty (60) calendar days after execution of this Agreement, whichever is later. The dues certified shall be stated for all workers as a uni-

form amount or as a uniform percentage of "normal base" pay for the applicable pay period unless otherwise agreed to by the University and the Union. Said certification shall be effective for the duration of this Agreement unless modified by the filing of a new certification specifying a different uniform amount or uniform percentage of "normal base" pay. The new certification must be filed before July 1 of any calendar year and if so filed, will be effective for deductions beginning with the second regular payday in September of that year. The Union understands that "normal base" pay does not include shift or other premiums.

d. Timeliness and Amount

The monthly dues or fees shall be deducted on the second regular payday, if a uniform amount, or on each regular payday, if a uniform percentage of "normal base" pay, of the month after receipt of the authorization provided the authorization is received by the Manager of Employee Relations at least two (2) calendar weeks prior to the appropriate payday.

e. Minimum Deduction

The deduction shall be waived for any worker whose paycheck for the applicable pay period, after all other deductions have been made, is less than the amount certified and the University shall have no obligation to deduct the amount thus waived from any succeeding paycheck.

f. Paycheck Statement

Each worker's paycheck statement shall note the amount of dues or fees deducted for that pay period.

g. Payment

The gross amount of dues and fees deducted shall be transferred to the Union bank account as directed by the Union President within a reasonable period after the applicable payday of the month but, in any case, within a week with a statement of the gross amount sent to the Union.

h. Data

Data showing the individual amounts of dues or fees deducted for each worker for whom dues or fees were deducted in each pay period including the total number of workers paying by dues deduction shall be submitted to the Union within a reasonable period of time after the payday (but not to exceed one week) in a format mutually agreed upon by the University and the Union. Normal base pay for each worker shall also be provided.

i. Liability

The Union understands the University assumes no liability in connection with the voluntary deductions made in accordance with this Section and any question as to correctness of the deductions made shall be matters to be resolved between the Union and the worker involved. The Union agrees, so long as the University has delivered to the Union all funds deducted to which the Union is entitled, to hold the University harmless from any liability, monetary or legal, in the University's performance of its check-off obligation including reimbursement for attorney's fees and other expenses in defense of any claims against the University under this Section. The Union assumes full responsibility for the disposition of funds so deducted once they have been turned over to the Union as provided.

E. UNION REPRESENTATIVES

1. Release Time for Steward Duties

The Union shall designate within the bargaining unit no more than 39 stewards who shall each be responsible for a designated portion of the unit covered by this Agreement. No two stewards shall be from the same operational unit or shift. Each steward shall be allowed, with prior concurrence of his/her supervisor, reasonable time off not to exceed 120 hours in a year or 30 hours in a month to act as a representative pursuant to Articles I.C., and IX.B. of the Agreement. Of the 30 hours, up to two (2) hours per month may be used as steward duty under this Agreement for attendance at one unit-wide steward meeting. The Union will notify the University of the date and time the meeting is to be held at least ten working days prior to the meeting. However, no steward will be allowed more than 10 hours in any week without extension by his/her supervisor. For steward time to be paid as approved release time, the steward must log the time he/she leaves his/her work assignment, the name of the supervisor or other

management representative involved, and return time. It is understood by the parties that the supervisor will not deny extension of the weekly limit unless the extension of limits would unduly impair operations.

No individual may hold more than one position for which release time is granted under the contract without the written consent of his/her supervisor.

2. Substituting for Stewards

When the presence of a steward is required under this Agreement, every effort will be made to locate the designated steward for the area or operational unit or shift involved. If the steward is not available the Union shall be notified and a Union field representative or worker from the area may be designated to act as steward unless, if an individual worker is involved, the worker elects not to have a steward present. If the matter requires immediate attention and no Union field representative or worker can be present within the hour, a worker chosen by the affected worker shall be used unless the worker elects to proceed without a steward. In cases not requiring immediate attention the proposed action shall be delayed until the next workday. If the designated steward is still unavailable the worker may choose another worker to act as steward unless the worker elects to proceed without a steward. Workers who serve as stewards under this paragraph shall be entitled to approved release time which shall be charged as release time for the designated steward.

3. Certification

The Union shall notify the University in writing of its designated stewards. If there is a compelling reason why an individual selected as steward cannot reasonably be released from work duties to perform the functions of steward or area organizer the Union may select another steward or area organizer who can be so released. The Union may retain the original steward or area organizer who shall serve without release time privileges.

4. Access to Work Areas and Facilities

Union representatives shall be permitted access to all work areas where workers are or may be working, provided that:

- a. To the extent practicable such access shall be timed to coincide with the non-work time of the affected workers in the area.
- b. To the extent the Union believes access to a work area is necessary to conduct essential Union business during the work time of affected workers the Union shall first notify the Manager of Employee Relations. The Manager of Employee Relations shall then advise the Union of any appropriate time for such access. In no event, if such access is granted, shall the total time allowed exceed ten (10) minutes.
- c. The Union agrees that its representatives will observe all safety practices and department rules and shall confine the duration and scope of access as set forth in the paragraphs above. Any conduct by a union representative which interferes or disrupts ongoing work shall be grounds to bar any future access to the affected work area.

F. NO STRIKE—NO LOCKOUT

Neither the Union nor any of the workers will engage in or participate, directly or indirectly, in any strike, picketing, slow-down, sick-in, stoppage or any other interference with or interruption of work or operations during the term of this Agreement; and the University agrees that during the term of this Agreement it will not lock out any of the workers. Workers who violate these provisions shall be subject to disciplinary action including discharge.

G. UNIVERSITY FACILITIES

1. Communications

Union representatives may use normal internal University communications channels (such as phones and interdepartmental mail) in the assessment, investigation, adjustment, preparation and presentation of grievances and charges and for other legitimate Union business related to the bargaining unit.

2. Meetings

University meeting facilities shall be available to the Union on an equal basis with other campus voluntary organizations. Other facilities may be used for meetings of employee members of the Union to the extent such facilities are generally available to all University employees for such purposes.

H. DATA**1. Monthly Data**

72 The University shall in good faith attempt to provide monthly to the Union the following data for each worker:

- a. Social Security number (or other employee identification number if available)
- b. Name
- c. Mailing address with Zip Code
- d. Department or group
- e. Bin or route code
- f. Birthdate
- g. Sex
- h. Ethnic designation
- i. Date of hire
- j. Current job class code
- k. Percent time
- l. Base pay
- m. Basic health plan
- n. Retirement Plan

73 2. The University shall provide the Union with regular reports of accidents and industrial illnesses which occur within the bargaining unit.

3. Additional Data

74 The Union may request additional data which the University shall provide to the extent relevant and necessary to the Union's representation responsibilities under this Agreement provided that the University may charge a reasonable fee for requests which require extraordinary processing or staff time. Except in the case of an individual or Union grievance, all requests for additional data by the Union must be in writing by the Union President and directed to the Director of Personnel.

I. BULLETIN BOARDS

75 The University shall provide the Union space on a reasonable number of bulletin boards not to exceed one hundred (100) in mutually agreeable locations which are reasonably sufficient to permit communication by the Union to all workers. The space provided shall be appropriately labeled for the use of the Union. The space provided may be used by the Union for posting any notice related to legitimate Union business.

J. USE OF INTERDEPARTMENTAL MAIL

76 The Union may use the University interdepartmental mail services in accordance with University regulations which may be modified from time to time at the University's sole discretion so long as such modification does not discriminate unfairly against the Union.

K. UNION LABEL

77 All printed material and items produced for sale off-campus produced by workers at Stanford may, at the University's discretion, bear the Union label (or "bug") as a sign that the work was done by union labor.

L. SPECIAL CONFERENCES

78 The University and the Union recognize their common interest and concerns regarding numerous matters and their effects on workers, e.g., health and safety, affirmative action, and other issues of mutual interest to the Union and the University. At the written request of either the University or the Union identifying the issue to be discussed, a special conference shall be held between appropriate representatives of the University and the Union. When requested, a special conference shall be held within thirty (30) days of the request. It is understood that no matters discussed or action taken as a result of a special conference shall, in any way, change or alter any of the provisions of this Agreement or the rights or obligations of either party under the terms of this Agreement.

ARTICLE II: STAFF**A. UNIVERSITY SENIORITY****1. Begins**

79 University seniority is defined as the length of continuous employment, subject to conditions set forth in this Section A., of a worker since his/her most recent employment date with the University as a regular University employee.

2. Ends

80 Continuity of service shall be ended by any of the following:

- a. Resignation;
- b. Not returning to employment at the end of a leave of absence;
- c. Not returning to employment within two (2) years after the date of a permanent layoff;
- d. Separation for just cause or, in the case of a trial period worker, for any cause.

3. Continuity of Service Suspended

81 Continuity of service will cease to accrue for any period of layoff greater than one (1) year or for a leave of absence greater than six (6) months.

4. Severance Allowance

82 For workers returning to employment after one (1) year but within two (2) years from the date of layoff, seniority only for purposes of calculating a future severance allowance shall start anew from the date of reemployment unless the former severance allowance is repaid in the manner provided by paragraph A.4.e. of Article IX.

5. Equal Seniority

83 For workers with equal length of continuous service, order of seniority shall be determined by lot.

B. WORK PRESERVATION**1. Contracting****a. At the University**

84 In case the University contracts to have work regularly and customarily performed by workers, performed by a contractor on University operated premises, and where layoff of workers would directly result, the University will provide by contract that the contractor is obligated to offer employment at substantially equivalent wages to the workers laid off to the extent that the work created for the contractor by the contract is work which the workers laid off possess the ability to perform without additional training; provided that the contractor shall be permitted to determine the required staffing levels.

b. Other

85 In all other cases in which the University contracts to have work regularly and customarily performed by workers performed by a contractor, and where layoffs of workers will directly result, the University shall notify the Union no less than 120 days before the layoff is to take effect. The University shall thereafter, upon request, meet and bargain concerning the effects of the decision upon the unit.

c. Layoff Rights

86 Any worker laid off from University employment in accordance with the preceding paragraphs and Article IX shall retain the reemployment and severance rights as provided in Article III and Article IX whether or not the worker is employed by the contractor.

2. Work by Non-University Employees

87 a. Except as specified above, work regularly and customarily performed by workers shall not be performed by non-University employees to the extent that it directly results in a worker's layoff or removal to a lower classification. If any such incident occurs the worker shall be compensated for any loss in regular pay.

88 b. The Union and the University agree that the issue of the utilization by the University of contract labor, service contracts, and temporary employees in carrying out work regularly and customarily performed by workers in the bargaining unit is an appropriate one for discussion between the University and the Union.

89 Upon the Union's written request to discuss a specific instance of the University's use of contract labor, service contracts, and temporary employees to carry out work regularly and customarily performed by workers, the University shall within thirty (30) days arrange a time and meeting place for such discussions to be held. At such discussions the University, to the extent that it is able, will provide the rationale for those utilizations.

90 It is understood that the intent of this paragraph is to promote discussion of union concerns in an appropriate forum. In no event, however, does this paragraph alter, amend or modify any term or provision of the Agreement applicable to the University's use of individuals not in the bargaining unit to perform work regularly and customarily performed by workers, nor does it obligate the University to provide any information beyond that specified in this paragraph.

C. WORKER RIGHTS

91 Workers shall have, while not at work, the right to express their views on any matter not directly related to their job situation, to petition for the redress of wrongs, to circulate literature and peacefully to assemble, even though their views may be critical of the University; subject to the right of the University to enforce reasonable rules as to the time, place and manner of such activities through the disciplinary process.

D. EQUALITY OF TREATMENT

1. Policy

92 There shall be no discrimination effected against any worker because of race, religion, creed, cohabitation, non-disabling handicaps, sexual preference, national origin or heritage, union activities, political activities, age or sex, except where a particular sex or age is a bona fide occupational qualification. Nothing in this Agreement shall be deemed to require the University to employ any individual under age eighteen (18).

2. Affirmative Action

93 Workers in each department or employing unit shall be permitted to meet each year and participate in drafting recommendations for departmental or employing unit affirmative action goals. They shall have the right to submit these proposals to the head of their department or employing unit (with copies to the University's Affirmative Action Officer and the Union) who will duly consider them in establishing the relevant affirmative action goals. The meetings required to formulate such recommendations may be conducted by a Union representative at a meeting place in a location near their job area. A reasonable amount of work time, scheduled so as not to interfere unnecessarily with operations, shall be allowed for such purpose.

E. SEARCH

94 The privacy of worker's assigned desks, tool boxes and lockers shall be respected and these areas shall not be searched except for good cause.

F. VEHICLES

1. Business

95 The University provides and maintains vehicles for use on University business.

2. Private

96 No workers shall be required to use their private vehicles on University business. Workers who agree to use their private vehicles on University business shall be reimbursed for tolls and parking fees and mileage at the maximum allowable figure under applicable governmental regulations.

3. Traffic Rules

97 No worker shall be required to violate traffic laws or overloading regulations.

4. License

98 No worker shall be required as a condition of employment to possess a Class I, Class II or Class III license unless such a license is required by work the worker may be required to perform.

G. TRANSPORTATION

1. Shuttle Bus

99 If the University decides to eliminate shuttle bus service, it shall first notify the Union and meet upon request to consider the impact on the bargaining unit and to explore alternative solutions to minimize the impact.

2. Parking

100 a. Parking fees for workers on campus and at Stanford Medical School are twenty (20) dollars for a "C" permit and one hundred (100) dollars for an "A" permit. There is no fee for workers at SLAC.

101 b. The University shall notify the Union thirty (30) calendar days in advance of any proposed change in parking fees to be charged to workers or if all free parking is to be eliminated and will meet with the Union upon request to bargain about possible effects upon the unit.

H. FOOD

102 The University recognizes worker interest in having eating rooms and vending machines convenient to work areas which are remote from alternative eating facilities. If the University wishes to relocate eating rooms or vending machines in such areas in a way which has a substantial impact on the bargaining unit, it shall notify the Union and meet upon request to explore means of minimizing the impact.

ARTICLE III: EMPLOYMENT, CLASSIFICATION AND TRAINING

A. JOB OPENINGS

1. Policy

103 Nothing in this Article shall restrict the University's right to determine appropriate staffing levels within the bargaining unit generally, or any department activity or function specifically.

2. Determination of Job Openings

104 When the University wishes to fill jobs covered by this Agreement, including training positions, it shall follow the provisions of this Section except in the following circumstances:

- a. When a worker is reclassified in the same job per Article III.
- b. When a worker is reassigned within the same department or employing unit because of changing work needs or because of a reorganization of existing work.
- c. When a worker is temporarily transferred to another department or employing unit for a period not to exceed four (4) months.
- d. When a worker returns from a leave and is placed in a position in accordance with Article V.
- e. When a worker whose job has been eliminated is transferred to another job opening created by layoff of a lower seniority worker as per Article IX.
- f. When a worker who has failed to perform in his/her current position is reassigned to different responsibilities per Article IX.

g. Training Program Graduates

When a worker who has completed a training program approved by the Director of Personnel is placed in a job which utilizes skills learned or developed in the training program.

3. Hiring Preferences

a. The following preferences shall be recognized:

(1) Layoffs

Workers who have been permanently or indefinitely laid off, or given notice of such layoff, shall be accepted for employment in any job within the classification held at the time of layoff, or a lower classification within the same series, if they then possess sufficient skill and ability to perform without additional training (as differentiated from orientation) the actually expected work without substantial impairment of the work group and shall be given preference, if qualified, over transfer and other candidates for other job openings covered by this Agreement unless another applicant for the position

is better qualified. The worker shall retain this preference for a period of one (1) year after the date of layoff or until the worker has accepted a job within his/her classification or another classification with the same or higher pay range assignment, or until the worker has refused to accept, within seven (7) calendar days, a job offered within his/her classification, or has failed to begin work within fourteen (14) calendar days of such offer, whichever occurs first.

For as long as the worker retains his/her reemployment preference, the University shall send to the worker's last known address a weekly list of new postings and a bid form. The worker shall have the right to refuse two (2) jobs prior to losing his/her layoff preference.

(2) Promotion Candidates

Current workers for whom selection to a job would constitute a promotion are given preference, if qualified, over transfer and other candidates unless another applicant for the position is better qualified. A "promotion" occurs when a worker advances to a job classification with a pay range which is higher than that for his/her previous job classification.

(3) Transfer Candidates

Current workers seeking a transfer are given preference, if qualified, over non-workers unless another applicant for the position is better qualified. A "transfer" occurs when a worker moves from one department or hiring unit to another with the same classification, or a different classification with the same pay range as the previous classification, or to a different classification with a lower pay range than the previous classification.

b. Other Priorities

When candidates for a position are equally qualified and entitled to the same layoff, promotional, or transfer preferences, the University shall, in making the hiring decision, also consider relative University seniority and whether or not the selection of one or more of the candidates would contribute significantly to an unfilled affirmative action goal.

c. Bids

No worker shall be entitled to any of the preferences described above unless he/she submits, within the minimum posting period, to the University's designated personnel office a newly completed job application or a copy of an application no more than six (6) months old and a completed bid form mutually agreed upon by the University and the Union, for the position for which the worker wishes to be considered.

4. Classification of Vacancies

The University shall determine the classification and starting salary for each opening provided that the classification and salary shall be consistent with the requirements of Article III.B.

5. Posting

a. Exposure

All job openings shall be sent to the Union in addition to the posting by the administration. All unit job openings shall be posted for at least ten (10) working days before they are filled. Although the University shall make a good faith effort to post the availability of openings widely, the University shall be deemed to have satisfied its posting obligations when the position has been posted at the central personnel office responsible for employment screening for the department within which the vacancy exists. No posting minimum shall be required for a job if the position is or will become vacant due to the resignation of a worker who has given his/her supervisor less than ten (10) working days' notice. The University will encourage operational units within the University to post available vacancies within the operational unit whenever practicable.

b. Content

Each unit job opening description posted shall include the job classification title, pay range, working title, if available, a brief but thorough job description, anticipated shifts, required licenses and other pertinent data.

c. Voided Posting

Nothing shall require the University to fill a position which has been posted as long as this provision is not used to discriminate against workers in violation of Article II, Section D.

6. Hiring

a. Qualifications

Nothing shall restrict the University's right to determine the qualifications which are required for a particular job, but such decisions and judgments under this Article shall be made in good faith.

b. Polygraphs

No worker shall be asked by the University to submit to a polygraph or similar test; provided that this prohibition shall not extend to requests from members of the University Department of Public Safety while acting in their capacity as peace officers.

c. Tests

All tests used by the University for the purpose of filling unit jobs openings may be reviewed by the Union.

7. Trial Period

a. Scope

Only newly hired workers shall serve a trial period beginning with the first day of hire for any position covered by this Agreement.

b. Length

The trial period shall be three (3) months long with no more than two (2) extensions of one (1) month each, but each extension must be by mutual agreement between the University and the Union.

c. Separation

During the trial period, a worker may be terminated at any time at the University's sole discretion and the University's decision shall not be subject to review under any provision of this Agreement. Such a trial period worker shall receive two (2) weeks' notice or two (2) weeks' pay in lieu of notice unless the termination was considered to be for gross misconduct. The notice period may fall outside the trial period and shall include all accrued vacation. If the worker, upon notice of termination, requests the presence of a steward, the supervisor will arrange for the steward to be present to discuss the decision.

B. JOB CLASSIFICATIONS

1. The parties understand that in agreeing to provisions in this Section they have not intended to commit the University to maintain employment in the classifications indicated, to continue to do any kind of work or to do it in a particular kind of way, or to employ any individual for a minimum number of hours. To the extent the parties have reached agreement on these subjects, such agreement is recorded elsewhere in this Agreement.

2. Classification Policy

a. Purpose

A central purpose for the establishment of job classifications is to provide a means of achieving equal pay for equal work within the bargaining unit. A classification system also is useful for recruitment, training and career planning in that it aids in the placement of workers in jobs which properly utilize their experience and skills, assists in career planning by helping to identify promotional opportunities and helps to establish goals for evaluation and training to aid the growth of workers in their jobs.

b. Job Description

It is important to the classification system for each job to be accurately described. Although one function of an individual job description is to assist in determining the job classification assignment, in any controversy concerning job classification, the worker's job description shall be evidence, but not conclusive evidence, of the tasks and responsibilities regularly performed. No individual job description, whether or not agreed to by the University, shall be deemed to restrict the University's ultimate right to assign work.

3. Job Descriptions

124 Since it is the University's ultimate responsibility to determine work assignments, and change them from time to time in accordance with changing needs or circumstances, each worker shall have a written job description from his/her supervisor.

a. Content

125 Content of the job description is not intended to set forth all of the details of the job but shall describe in general terms the following: the characteristic tasks and their frequencies; special skills, knowledge or training required, including tools or equipment used; functional relationship to other workers and users of the product or service involved; planning, scheduling, assigning or overseeing work of others; level of responsibility including the method and frequency with which work performed is reviewed or priorities set; and unusual working conditions.

b. Preparation

(1) Initial

126 The supervisor shall supply each worker an initial job description in the manner and time as provided in c. Frequency below. The worker then reviews the initial job description and revises it in light of his/her knowledge of the job. The worker then discusses any differences with the supervisor to achieve agreement. The worker may involve his/her steward in these discussions. A joint job description is one which both worker and supervisor agree adequately describes the job regularly done.

127 (2) If there is an unresolved disagreement between the worker and the supervisor concerning how to describe accurately the job assigned by the supervisor, the worker may append to the description a statement of his/her points of disagreement with the description. The University shall send a copy of each job description and the worker's appended statement, if any, to the Union.

c. Frequency

(1) Original

128 Each newly hired worker shall be given an initial job description as soon as possible after starting work.

(2) Amendments

129 The job description shall be amended whenever work assignments are changed on a permanent basis so as to differ significantly from the joint job description on file. The worker may initiate an amendment to his/her job description if the supervisor has failed to do so, or if the supervisor believes the original description remains adequate. An amended job description shall be prepared as in Section b. above, unless the amendment is initiated by the worker.

4. Establishment of Job Classifications

130 A job classification is a collection of individual jobs for which tasks and responsibilities are sufficiently similar to warrant the same pay range.

a. Scope and Level

131 Jobs of a similar kind with a common function, product or service (called "scope") are organized into a series of job classifications where the significant difference (called "level") between classifications in the series is level of skill and responsibility. The parties agree that, for the purposes of any grievance or arbitration under this Agreement, the classifications established or continued with the execution of this Agreement are properly constituted both as to scope and level in accordance with this provision.

b. Classification Title

132 Classification titles (and their codes) for all workers are listed in Appendix A. The pay ranges for each classification title are also listed in Appendix A.

c. Classification Specifications

133 Written classification specifications, as they exist, for classification titles listed in Appendix A, are listed in Appendix C. Those current or newly established specify in general terms the characteristic tasks, responsibilities, and qualifications of the jobs so

classified. The parties understand that the specifications do not set forth all the duties, responsibilities or qualifications for individual jobs so classified.

d. Changes

134 The University may alter the title and/or the specification and/or the pay range assigned, for any existing classification, but the University shall notify the Union at least ten (10) working days prior to implementation, including the University's proposed reallocation of pay ranges, if the University is proposing reallocation. The University may establish a new classification title, specification and pay range assignment upon the same notice.

(1) Discussions

135 Upon notification of a proposed new job classification title and specification and pay range assignment, or a changed specification or pay range assignment for an existing classification, the Union may request a meeting to discuss the classification in question, provided that if the Union has not requested a meeting within five (5) working days the Union will be deemed to have assented to the University action as proposed. If the Union requests a meeting, the proposed change will become effective as proposed but any resolution of the range assignment question shall be retroactive to the effective date.

(2) Disagreements

136 If agreement is not reached within fifteen (15) calendar days of the Union's request for discussions, the Union may grieve in accordance with Article I, provided that if the Union fails to grieve by the fifteenth (15th) day the matter shall be deemed to be resolved in accordance with the University's initial proposal.

(3) Arbitration of Range Assignments

137 Any arbitration of range assignments shall be limited solely to the following issues and the Union shall have the burden of persuasion:

- (a) Is the University's proposed range assignment unreasonable when compared with the range assignments for similar classifications covered by this Agreement?
- (b) If the answer to (a) is yes, what range set forth in Appendix B is most appropriate for the classification?

5. Individual Job Classification Assignments

138 The University shall determine individual job classification assignments in the first instance and review and correct such determinations from time to time as it deems appropriate, provided that such determinations may be reviewed in accordance with the provisions of this Section. A job may be permanently classified in two (2) or more classifications but the classifications must be in different series.

a. Review of Individual Job Classifications

139 Individual job classification assignments shall be subject to review only to the extent that the content of the job has changed substantially subsequent to the execution of this Agreement, or when the established specification for the classification within which the job is classified is changed to exclude the job in question. Whenever a worker believes they are misclassified, they may submit a request for review to the Manager of Employee Relations or request the Union to submit a request on their behalf. The request shall be deemed to have been filed on the day of receipt by the Manager of Employee Relations and must include a copy of the employee's current joint job description. If the worker believes that the current joint job description does not accurately reflect their current responsibilities, they shall append an additional statement describing in what way the description is inaccurate or incomplete. The Manager of Employee Relations shall transmit a copy of the request to the Union unless the Union originated the request. In ten (10) working days or less the University shall notify the worker and the Union (or the Union only if the Union originated the request), of the anticipated completion date which shall not exceed three (3) calendar months from the date the review request was filed.

b. Review

140 The University shall review, in consultation with the Union if requested by the Union, the appropriateness of the classification

and the Director of Personnel shall communicate in writing the results of the review to the worker with a copy to the Union. The effective date of a classification change because of a review request should be the approximate date that the nature of the work performed changed, but shall be no later than the date the request was filed. In any event both parties agree that the University has no obligation to make a classification change effective prior to one hundred twenty (120) calendar days before the date the request was filed.

c. Grievance

If the worker or the Union does not accept the classification review determination, or if there is no response by the anticipated completion date, and a grievance is filed, the grievance shall be started at step three. The time limit of the University's liability specified in Article I.C.10.b shall be one hundred twenty (120) calendar days before the filing of the classification review request.

d. Arbitration

Any arbitration under this Section shall be limited to the following questions and the Union shall have the burden of persuasion:

- (1) Has there been a significant change in job content subsequent to the execution of the Agreement?
- (2) If the answer is yes, is the University's determination of the individual's job classification unreasonable or inappropriate?
- (3) If the answer to question (2) is yes, the arbitrator may require that the University determine an appropriate classification.

C. TRAINING AND DEVELOPMENT

1. Required Training

Any training which the University requires of workers in order to remain current and proficient in their jobs shall be at the University's expense and all time spent on such required training shall be considered working time.

2. Voluntary Training Programs

a. The University supports job oriented staff training and development through financial assistance for approved course work and on-the-job training programs as provided in this Section.

b. Financial Assistance for Approved Courses

- (1) A worker who wishes to take a course for which they seek complete or partial payment from the University must first complete a University application requesting certification from his/her supervisor that the course will:
 - (a) Enhance the worker's effectiveness to the department in performing his/her current work assignments;
 - (b) Prepare the worker through a planned development program for effective performance of work assignments for which there is a projected future need in the University; and
 - (c) Not conflict with essential scheduled work and staffing requirements.

The issuance or denial of such a request for certification is within the sole discretion of the supervisor provided, however, that denial of a request shall not be arbitrary or capricious. Upon certification by the supervisor the request will be forwarded to the Director of Personnel who may either approve or deny the request.

- (2) Payment of tuition and registration fees by the University will be made directly to the institution in which the course will be taken. Any payment made by the University prior to satisfactory completion of a course by a worker is made with the provision that the worker will complete the course with at least a passing grade. If the worker fails to receive a passing grade, the worker must either take the course over again with no additional assistance from the University, or repay the University the amount advanced by the University prior to receiving any other training assistance. A copy of the certificate of satisfactory completion of the course must be submitted to the Personnel Department as evidence of satisfying the requirement that the worker passed the course.

c. Time Off From Regular Work Assignments

- (1) A worker may request time off with pay from regular work assignments up to a maximum of five (5) hours per week if:
 - (a) The approved course is not available at a time outside of the worker's normal work schedule and at a location within reasonable distance of the worker's home; and
 - (b) The required time off does not conflict with essential scheduled work and staffing assignments.
- (2) The decision to approve or deny a request for time off with pay is within the sole discretion of the University provided, however, that denial shall not be arbitrary or capricious.

d. On-The-Job-Training

- (1) When, in the University's judgment, it is necessary or desirable to hire or promote a worker who lacks the necessary training or experience to qualify for a particular job classification, the University may establish an on-the-job training program designed to help the worker qualify for the position through a combination of developmental work assignments, coaching and supplemental courses.
- (2) Each individual program shall be reduced to writing and shall include but shall not be limited to the following:
 - (a) The objectives of the program including the skills and knowledge to be acquired;
 - (b) The steps necessary for the worker to complete the training;
 - (c) Specific review periods; and
 - (d) The initial compensation level and requirements for advancement in accordance with Article VI, Paragraph B.2.

3. Establishment of Apprenticeship Programs

a. Submission to Committee

Before the University establishes new apprenticeship programs, each such program must first be submitted for evaluation and recommendation to a local apprenticeship committee in the area where the apprenticeship is being proposed. The local committee shall be established as provided below.

b. Composition and Appointment

The University shall appoint three (3) representatives. The Union shall appoint three (3) workers to the committee, at least two (2) from the craft in which the apprenticeship program is being established. A local committee will be disestablished whenever either the University or the Union advises the other of its desire to do so.

ARTICLE IV: HOURS AND PREMIUM PAY

A. CHANGES IN REGULAR SCHEDULES

The procedure for determining changes in regular starting and quitting times, regular meal times, regular shift assignments, and the regular work week shall be (except in emergencies or when circumstances do not permit sufficient time), as follows:

1. Initially supervision shall determine its operational needs and prepare a schedule which may include assignments designed to meet those needs.
2. The workers involved shall be given the schedule and allowed a reasonable opportunity to consult among themselves and with their steward, if they so desire, and then either complete the schedule or submit any proposed alternative to their assignments.
3. Where the change is substantial, and involves a substantial number of workers, the steward will be notified at the time that the initial schedule is submitted to workers.

157 4. If the workers complete the schedule or propose changes in the assignments, University representatives and the workers shall attempt to reach agreement on a work schedule which is consistent with operational needs, worker preferences and efficiency, but if agreement cannot be reached, operations shall proceed as scheduled.

158 5. Disputes over scheduling may be processed in the grievance procedure; however, in research projects, where the question of operational needs concerns scientific or experimental objectives and is one which requires expert judgment, the determination of the responsible authority on the project will not be overturned except upon a showing that their determination is arbitrary or capricious.

159 Where schedules vary in recurring cycles within which shift assignments and starting times are established, such variations are not considered changes in regular schedules as provided in paragraph A above. A scheduled change in a regular schedule may be delayed or advanced due to unforeseeable operational difficulties or developments and the delay or advancement will not be an additional change for purposes of paragraph A above.

B. WORKDAY

1. Breaks

a. Meal Breaks

(1) Regular

160 There will be a regularly scheduled meal break of from one-half (1/2) to one (1) hour during each workday.

(2) Frequency

161 Except in emergencies the supervisor shall not require that a meal break be more than five (5) hours after the start of the work day, or more than five (5) hours after the most recent meal break.

(3) Working on the Meal Break

162 The regular meal periods shall not be paid time unless the University, because of the nature of the work, requires an on-duty meal period which shall be with pay. An on-duty meal period is with pay because of the continuing work requirements or other work-related interruptions to the meal period which may occur. A worker who, in an emergency, is required by a supervisor to work during a scheduled non-paid meal period, will be paid his/her regular rate with the overtime premium added for the meal period worked if the deferred meal period begins more than five (5) hours after the start of the work day or more than five (5) hours after the most recent meal break, but not paid otherwise.

(4) Meals on Overtime

163 Workers working overtime who are required to delay the beginning of a meal until more than five (5) hours after the start of the work day, or more than five (5) hours after the most recent meal break, shall have a paid meal break of no more than thirty (30) minutes, unless the worker agrees to skip the meal period in order to end the workday earlier.

b. Rest Breaks

164 The supervisor shall schedule paid rest breaks approximately in the middle of each half-day work period. In certain jobs which from time to time require work under high stress, there may be, during such period of high stress a five-minute break every hour, instead. The rest break period shall be based on the total hours of work daily at the rate of fifteen (15) minutes per four (4) hour work period. A rest period need not be provided for workers whose total daily work is less than three (3) hours. All rest period time shall be counted as hours worked for which there shall be no deduction from wages. It is specifically understood that break time under this paragraph does not include provision for travel time. Workers who fail to abide by rules for break time shall be subject to discipline pursuant to Article IX.B. of the Agreement. The University may, in lieu of formal rest breaks, grant equivalent paid time off to workers within the same workday. Such time off is in lieu of formal rest breaks and must be formally approved by the worker's supervisor.

c. Clean-up Time

165 Reasonable paid time not to exceed ten (10) minutes will be allowed immediately before a worker's meal period and at the end

of each shift for cleaning the work area and putting away tools (if either are required by the University), and for personal wash-up and changing clothes (if either are made necessary by the work performed during the preceding work period).

2. Regular Workday

166 The workday for all workers shall be the twenty-four (24) hour period beginning each day at midnight. All hours of work consecutive with a straight-time period of work shall be considered as being on the same workday as the first straight-time work period. Hours of work shall be considered consecutive even if interrupted by an unpaid meal break.

C. WORKWEEK

1. Regular Workweek

167 The regular workweek (not including overtime) for full-time workers will be forty (40) hours within no more than five (5) days. It shall be Monday through Friday except when operations are scheduled on a six (6) or seven (7) day basis, or when operations require scheduled weekend work. The regular workweek for all workers shall be the seven (7) day period beginning at midnight between Sunday and Monday.

2. Regular Shifts

a. Shifts for full-time workers shall be designated as follows:

168 The shift is defined by the actual starting time: from 3:00 a.m. to less than 2:00 p.m. is a day shift; from 2:00 p.m. to less than 10:00 p.m. is a swing shift; from 10:00 p.m. to less than 3:00 a.m. is an owl shift.

All time worked in the same work day will be paid at the base rate with the shift premium added (called the "regular rate").

Regular shift limits for straight time: between 6:00 a.m./7:00 p.m. is day shift; between 2:00 p.m./3:00 a.m. is swing shift; between 10:00 p.m./11:00 a.m. is owl shift.

All time worked outside the shift limits for straight time will be paid at the regular rate with the super-time premium added.

169 b. Workers who work swing or owl shift for their convenience rather than to meet operational needs, and where the change in hours results in no significant gain for the University, shall be considered to be assigned day shift regardless of the hours actually worked.

170 c. No regular shift shall include more than one (1) hour of unpaid time unless the worker in question requests a longer period of unpaid time.

3. Shift Restrictions

a. Prohibited Shifts

171 At least twelve (12) hours shall elapse between the end of one regularly scheduled shift and the beginning of the next for each worker, except in the case of a shift change or rotation when the interval shall be at least eight (8) hours.

b. Quick Shift

172 Any worker required to start another shift with less than twelve (12) hours between shifts will have the super-time premium added for the second shift, called a quick shift.

c. Rotating Shifts

173 Any worker working rotating shifts required to change shifts more than twice in any two (2) week period shall be paid the regular rate with the super-time premium added for the first shift worked after the third shift change. For purposes of this paragraph overtime, working an extra shift, and/or call-back does not constitute a shift change.

D. OVERTIME AND CALLBACK WORK

1. Scheduling of Overtime and Standby

174 a. Except in cases which cannot reasonably be anticipated, workers shall receive at least twenty-four (24) hours notice of overtime and standby assignments.

175 b. Before compelling overtime of any worker who does not desire it, supervision shall exhaust, to the extent reasonably practicable under the circumstances, the pool of those workers who possess sufficient skill and ability to perform the work in question and who desire overtime assignments.

176 c. Where this is not practicable, overtime may be required when the need of supervision outweighs the competing need of the worker.

177 d. Where overtime is required over objection, the worker shall be told at the time the reasons overtime is to be required of him or her.

178 e. This same procedure shall be followed in scheduling standby assignments.

2. Daily Overtime

179 All hours worked over eight (8) hours in a single workday shall be paid at the regular rate with the overtime premium added except that, in non-emergency situations, all hours worked in excess of twelve (12) in any workday or in excess of ten (10) on the seventh (7th) consecutive day of work in the workweek shall be paid at the regular rate with the double time premium added. (As used in this Agreement an emergency is an unpredictable or unavoidable occurrence at unscheduled intervals requiring immediate work to be performed in the protection of life or property from loss or destruction including any unavoidable or unpredictable work necessary to preserve health or safety or to meet service obligations or to control conditions beyond the University's control.) No worker shall be required to work more than sixteen (16) hours consecutively (not including unpaid meal breaks) in any workday.

3. Weekly Overtime

180 All hours worked over forty (40) hours in a single workweek shall be paid at the regular rate with the overtime premium added.

4. Hours Worked

181 For purposes of overtime calculation, hours worked shall include time actually worked, paid time off and compensatory time off, but shall not include any time for which the overtime premium or the double time premium has already been paid.

5. Errors in Overtime Assignment

182 The opportunity for work shall be distributed as equitably as is reasonably practical among workers normally performing the work. Any errors in the distribution of overtime hours shall be adjusted by the University through the priority assignment of comparable future work, when available, to the worker who was erroneously deprived of such work.

6. Minimum Overtime

183 Whenever a worker is requested to work beyond the end of his/her shift, all time paid shall be rounded up to the nearest quarter-hour.

7. Compensatory Time Off

184 Except where precluded by law, workers may request compensatory time and one-half off during any semi-monthly pay period in lieu of pay for overtime due to them during the same pay period. Because of the wage and hour laws, if a worker does not want time off during the same pay period they worked overtime, they must receive payment for the overtime rather than take time off at a later date.

8. Callback

185 Workers required to return to work for emergency non-scheduled overtime after having left the premises so as to require an additional trip to work over and above that required by their regular schedule shall be paid for a minimum of four (4) hours work time but shall not be compensated for travel time. A worker called back a second time within the same workday shall not be entitled to an additional four (4) hours minimum and shall not receive additional pay for time worked within the four (4) hour period beginning with the start of the first call back period.

E. STANDBY DUTY

186 Standby duty is the requirement to remain immediately available to perform work when called but shall not include the requirement to carry a beeper and remain within beeper range. Workers assigned standby duty shall receive 50% of their base pay for hours assigned to standby duty but not at work.

F. PYRAMIDING OF PREMIUMS

187 Except as explicitly provided in paragraph D.2 (Daily overtime) above, this Article shall not be applied to require compensation greater than

one and one-half (1-1/2) times a worker's regular hourly rate for any period worked.

ARTICLE V: LEAVES

A. HOLIDAYS

1. Holiday Observance

188 Except as otherwise provided in this Section A, each worker shall have time off with pay for the days designated by the University for the observance of the following holidays:

- a. New Year's Day
 - b. Martin Luther King Day
 - c. Washington's Birthday
 - d. Memorial Day
 - e. Independence Day
 - f. Labor Day
 - g. Thanksgiving Day
 - h. The Friday after Thanksgiving Day
 - i. The day before Christmas
 - j. Christmas Day
 - k. The Worker's Birthday or alternatively, any other work day mutually agreed upon by the worker and their supervisor within the year following the worker's birthday.
- l. Saturday/Sunday Holidays: Holidays which fall on Sunday are observed on the following Monday. Holidays which fall on Saturday shall be observed on the preceding Friday.

2. Holiday Pay

189 Each full-time worker shall be paid as holiday pay their regular rate of pay for their regularly scheduled non-overtime working hours. For workers working less than full time, the time paid shall be the average number of straight-time hours worked during the work week within which the day of holiday observance falls or the number of straight-time hours scheduled for the day of holiday observance, whichever is greater.

3. Other Paid Leaves

190 Holidays which fall within a period of other paid leave shall be paid as holidays and do not count towards the other paid leave.

4. Unpaid Leaves

191 No worker shall receive holiday pay if he/she is on leave without pay status, with or without permission, on either the workday immediately preceding or following the holiday. A worker on temporary or seasonal layoff shall receive pay for holidays which occur in layoff periods which do not exceed twenty-five (25) calendar days. Workers on temporary or seasonal layoff for the normal Christmas-New Years period shall receive holiday pay for the day before Christmas, Christmas and New Year's day.

5. Holidays on Days Off for Full-Time Workers

192 When a day of holiday observance falls on a full-time worker's scheduled day off, and he/she does not work that day, then the full-time worker shall have the option of taking another day off or an additional day's pay at time and one-half the regular rate. For workers on rotating shifts, the regular rate for purposes of computing the additional day's pay shall be the worker's regular rate for either the last day worked before the day of holiday observance or the first day worked after the day of holiday observance, whichever rate is higher. The other day off, if selected, shall be mutually agreed upon between the full-time worker and his/her supervisor and shall fall within the period five (5) days before and five (5) days after the day of holiday observance.

6. Working on Holidays

193 Any worker whose job is operating on a day of holiday observance can be required to work on that day. The University may fill any additional operational needs in accordance with the provisions for assignment of overtime work as specified in Article IV.

7. Holiday Work Pay

Workers working on a day of holiday observance shall have the option of taking another day off, or pay at time and one-half for hours worked in addition to the holiday pay. The other day off, if selected, shall be mutually agreed upon between the worker and his/her supervisor, and shall fall within the period five (5) days before and five (5) days after the day of holiday observance.

B. VACATIONS

1. Eligibility

Workers who have completed their trial period are entitled to vacation leave with pay in accordance with this Section. Workers may not take vacation leave during their trial period but are, if terminated during the trial period, entitled to vacation leave or payment for vacation accrued upon termination as provided in paragraph III.A.7.c.

2. Accrual

Vacation is accrued for periods worked or for periods not worked for which vacation leave or sick leave is granted. Vacation is not accrued for periods of leave without pay, Long Term Disability coverage and terminal vacation.

3. Amount

Upon execution of this Agreement, the amount of vacation earned by full-time workers and the rate of accrual is provided by this paragraph. Workers working less than full time in any month shall accrue vacation for that month at a percentage of the applicable full-time rate corresponding to the percentage of a full-time schedule worked during the month in question. Workers accruing vacation prior to execution of this Agreement at a rate higher than provided by this paragraph shall retain their rate of accrual until eligible for an increased accrual rate as provided below:

Years of University Seniority	Days of Vacation Earned per Year of Full-Time Employment	Hours Accrued per Month of Full-Time Employment
Less than 1 yr	10 days	6 2/3 hours
1 thru 4 years	15 days	10 hours
5 thru 9 years	17 days	11 1/3 hours
10 thru 14 years	22 days	14 2/3 hours
15 years and up	24 days	16 hours

4. Use of Vacation

Vacation time earned must be taken as time off to maintain straight time base pay and not as additional wages while working or excused from work with pay. Vacation time earned should be taken each year if possible, but workers may accumulate up to a maximum of 45 working days or twice their yearly accrual rate whichever is greater. Days of vacation cease to accrue when the maximum has been reached. If scheduled work or staffing requirements prohibit the University from granting vacation to a worker prior to his or her vacation accrual reaching the maximum, then that worker shall continue to accrue vacation until vacation can be granted or for three months beyond the date the maximum accrual was reached, whichever comes first. A worker with ten (10) or more years of service and age sixty (60) may accumulate up to sixty (60) days of accrued vacation. A worker, upon retirement, may choose payment of any unused vacation by electing either (1) a lump sum payment or (2) terminal vacation.

5. Vacation Scheduling

The procedure for determining vacation schedules shall be as follows:

a. Supervision's Needs

Supervisors will post, at an appropriate time, a vacation schedule form, indicating the operational needs of the group in question for vacation purposes.

b. Scheduling

The workers shall then be given an opportunity to consult among themselves and to formulate their own vacation schedule to the extent vacation leave will have accrued. If the workers have been unable to agree upon a schedule within one week, the University shall resolve any continuing disagreements. Seniority shall be the primary consideration in vacation scheduling.

c. Alterations

The University may alter the workers' schedules only where operational needs require it to do so. In the event the schedule is altered, the workers may request a meeting with the supervisor to discuss the altered schedule. A steward may be present at the workers' request. However, in research projects, where the question of operational needs concerns scientific or experimental objectives and is one which requires expert judgment, the determination of the responsible authority on the project will not be overturned except upon a showing that their determination is arbitrary or capricious. In any event if operational needs require a change in a worker's approved vacation schedule, he/she shall be permitted to reschedule the vacation leave denied within the month following the period for which it was originally scheduled. Requests for unscheduled vacation must be submitted to the worker's supervisor and are subject to approval of the supervisor.

C. SICK LEAVE

1. Amount

Full-time workers accrue sick leave of twelve (12) working days per year at the rate of eight (8) hours per calendar month of full-time work. Workers working less than full-time in any month accrue sick leave for that month at a percentage of the full-time accrual rate corresponding to the percentage of a full-time schedule worked. Sick leave is credited at the beginning of each month of service, with an adjustment at the end of the month when the actual accrual is different than was anticipated.

2. No Limit

Unused sick leave may be accrued for future use, with no maximum limit on the amount.

3. Use of Sick Leave

Sick leave may be used to maintain straight-time base pay for the worker's scheduled number of straight-time working hours only in the following circumstances:

a. Medically Unable

When the worker is ill, injured or otherwise medically unable to perform his/her assigned work.

b. Close Family

When serious illness in the worker's close family requires the worker's absence to care for the ill family member, the worker may take sick leave of up to ten (10) working days in any year. If a worker has exhausted the allotted ten days per year, and serious illness in the worker's close family further requires the worker's absence to care for the ill family member, additional accrued sick leave may be granted not to exceed five (5) additional days per year. The worker's "close family" is limited to the worker's spouse, children, parents, parents-in-law, step-parents, parent surrogate, brothers or sisters, grandparents or grandchildren, or other dependent family member living in the worker's household.

c. Medical Visits

Visits to a doctor, dentist or other medical practitioner, or to donate blood.

d. Abuse and Misuse

The Union and the University agree that sick leave shall not be abused or misused by workers.

4. Confirmation

The University may take reasonable steps to determine whether or not a claim for paid sick leave is valid. In the event that facts and circumstances indicate that a worker may not be eligible for paid sick leave as claimed, evidence of eligibility may be required. A physician's statement is such evidence, but will not be a mandatory requirement necessary to receive sick pay unless other evidence is not satisfactory.

5. Notice

In order to draw sick pay, a worker shall make every effort to notify his/her supervisor prior to the scheduled starting time each day unless the worker is able to advise the supervisor of the specific anticipated duration of the absence on the first day of illness. If the

duration of the illness is not confirmed by a physician's certificate and is to last more than three (3) working days, the worker shall notify his/her supervisor on the fourth day away from work of the anticipated date of return. If a worker becomes seriously ill while on vacation leave, the period of absence from work while seriously ill may be changed to sick leave, provided the worker notifies his/her supervisor during the period of illness or, if out of the area, submits sufficient evidence of the illness upon return to the area.

6. Separation from Employment

Upon separation from employment, including retirement, sick leave cannot be converted to vacation leave, or otherwise paid to a worker, unless disability is the reason for termination, in which case sick leave will be paid.

D. OTHER LEAVES

1. General Conditions

a. Requests

All requests for leaves of absence must be in writing and for fixed periods, with beginning and ending dates. A worker who wishes to extend his/her leave of absence period must submit a new request for an extension with a new ending date to his/her department head before the leave period has expired. The University may separate from employment any worker who does not return to work at the end of his/her leave period (except as otherwise provided), and such a separation will be deemed a resignation. No approval of a request for a total leave of absence longer than six (6) months is valid without the express written approval of the Director of Personnel. Leaves over one (1) year may be granted due to special or unusual circumstances. Workers may request leaves of absence for any purpose. Approval of such requests for leave are completely at the discretion of the University, however, and any approval of such a request shall not be deemed a precedent for the disposition of any future requests. The denial of a leave request shall not be arbitrary or capricious.

b. Pay

No leave of absence shall be with pay unless the University expressly grants a leave of absence with pay. Any worker may request an authorized leave of absence without pay. Such requests must be in writing.

c. Support

Workers on approved leave of absence status provided under this Article may continue insurance coverage benefits provided under Article VIII, University Benefits, to the extent permitted by each individual plan, but such benefit continuation shall be at the worker's own expense. The worker must make arrangements with the appropriate personnel office to make necessary payments while on leave. In the event the worker does not elect to make direct payments while on leave, he/she is considered a new worker for purposes of determining eligibility for all other University benefits described in Article VIII when he/she returns to work.

d. Vacation Accrual

Workers do not accrue vacation while on unpaid leave.

e. Right to a Job

Any worker whose request for leave of absence has been approved shall be guaranteed upon the end of the authorized leave period that he/she may return to the same job or, at the University's discretion, to a job substantially equivalent to the job held at the time the request for leave of absence was approved, unless the job itself is eliminated during the period of leave due to a curtailment of operations or a reduction in force, or unless the worker is medically unable to perform the same work. In any case, the returning rate of pay shall be at least equal to the leaving rate of pay, plus intervening general increases, provided the worker is medically able to perform the same work.

f. Layoff

If a layoff occurs in the department during the worker's leave, layoff criteria, as specified in Article IX, will be applied to all workers, including the worker on leave, who will not be penalized for being on leave during the period of layoff decisions.

A worker whose job has been eliminated shall have the same re-employment rights as provided in Article III as are available to other workers.

2. Maternity/Paternity Leave

a. Childbirth

All women workers covered by this Agreement are eligible for childbirth leave. The leave is granted at the request of the worker, for the period of time during which she is incapable of performing her job effectively because of disability due to normal pregnancy, delivery, or post-childbirth recovery. The leave extends until such time as the worker is capable of working once more, but should not extend past the sixth week following the date of delivery, unless infant care leave is taken.

(1) Notice

Supervisors may request a written notification of the need for leave from the worker, identifying anticipated date of leave and date of return from leave.

(2) Use of Sick and Vacation Pay

The worker may charge against accrued sick leave the number of days in which she is medically unable to work. Vacation may be used during childbirth leave. The remaining portions of this leave are without pay.

(3) Disability Leave

If medical complications of normal pregnancy and delivery incapacitate the worker for the purposes of work after the agreed-upon date of return to work, the situation is treated as any other medical disability incurred by workers covered by this Agreement.

b. Infant Care

A leave of absence without pay will be granted for a period of up to one (1) month if the worker's presence is essential for the care of a worker's newborn infant. The leave may be extended if approved by the University.

3. Disability Leave

In the event any worker is disabled and is eligible for Workers' Compensation Insurance or State Disability Insurance, he/she shall be placed on disability leave as provided below:

a. Work-Connected Disability Benefits

A work-connected disability is an injury or illness which is sustained by a worker while performing his/her assigned job, and which prevents the worker from performing his/her assigned job. Any worker who loses time from work because of a work-connected injury or illness will, upon the recommendation of the attending physician, be absent from work for up to five (5) working days without loss of base pay for all scheduled straight time work periods as more specifically provided in the remainder of this paragraph. If the worker is required by the attending physician to be absent from work for more than five (5) working days, the worker is compensated for time lost through Workers' Compensation benefits. Workers' Compensation benefits start on the fourth day of illness or disability, unless hospitalized, in which case they start on the day of hospitalization, and remain in effect until the worker can return to work, or until long-term disability payments take over.

During the period of disability in which the worker receives Workers' Compensation benefits, the University pays the difference between the Workers' Compensation benefits and base pay during the first five (5) working days of disability and thereafter to the extent that the worker has accrued sick leave. Workers' Compensation benefits for temporary disability currently pays 66.667 percent of regular weekly pay, to a maximum of \$224.00 per week. The University pays the balance of the worker's base pay for straight-time work periods from the worker's accrued sick leave. The worker's sick leave shall be charged only with the number of hours equivalent to sick leave payments to the worker.

b. State Disability Insurance

A worker who is eligible for State Disability Insurance (SDI) may not draw sick leave pay in an amount in excess of the difference between the maximum allowable SDI benefit available to him/her and his/her base pay for the period of disability. The worker's sick leave credit shall be charged only with the number of hours equivalent to sick leave payments to the worker.

c. Use of Vacation

A worker who exhausts his/her accrued sick leave before or during a disability leave may use accrued vacation in the same manner as sick leave, to continue partial pay payments during the absence. If all accrued sick leave and vacation are used up before the worker returns to work or is placed on long-term disability insurance payments, payments from the University for sick leave or vacation cease.

d. Disability Leave after Sick Leave is Exhausted

(1) Non Work-Connected Disability

A worker who continues to be unable to work after sick leave, vacation, and personal leave are exhausted may request continued disability leave without pay. If the request for disability leave of absence is not granted, the worker shall be deemed to have resigned, provided that a worker who is eligible for long-term disability benefits shall be automatically granted a disability leave of absence for the period after paid leave has been exhausted, until long-term disability benefits begin. A worker who has begun to receive long-term disability benefits shall not be rendered ineligible for continued long-term disability benefits solely because further disability leave of absence is not granted.

(2) Work-Connected Disability

A worker who continues to be unable to work due to a work-connected disability after sick leave, vacation and personal leave are exhausted may request continued disability leave without pay. If the request for disability leave of absence is not granted, the worker shall be deemed to have resigned, provided that a worker who is eligible for long-term disability benefits shall be automatically granted a disability leave of absence of up to six months following the date of the injury. A worker who has begun to receive long-term disability benefits shall not be rendered ineligible for continued long-term disability benefits solely because further disability leave of absence is not granted.

4. Bereavement Leave

Bereavement leave with pay may be taken in cases of death in the worker's close family, as defined in paragraph V.C.3.b. above. Such a leave may be taken for from two (2) up to five (5) work days, in order to attend the funeral or memorial service, or to attend to other related activities or responsibilities. Workers may be allowed to extend the above period by using any accrued vacation or compensatory time off, or by taking leave without pay.

5. Court Leave

a. Jury Duty

When called for jury duty and while serving as juror, workers will receive regular pay for hours of work scheduled. For any day in which the worker is required to report for jury duty for at least one (1) hour, he/she shall be excused from work regardless of his/her scheduled shift.

b. Witness

Workers subpoenaed to appear in court as witnesses during scheduled work time are given time off with pay for the period during which their absences from work are required. Appearances in court for traffic or other violations, or as party in a lawsuit are charged to vacation or leave without pay.

c. Confirmation

The University may require reasonable proof that a worker's presence is required before granting court leave.

6. Voting

Workers may take up to two (2) hours of paid leave to vote in all government elections, if the workers' work schedules keeps them from being able to vote during off-work hours.

7. Military

a. Training Leave

A worker, when required to perform short-term annual military training duty as a member of a reserve component of the Armed Forces, receives time off from work for the period of actual training, but not to exceed fifteen (15) calendar days a year. The University supplements base military pay for the working days in the period of absence up to the amount of the worker's regular pay. One (1) year of University seniority is required before the worker is eligible for military training leave with supplemental pay. If military leave is taken before one (1) year's service has been completed, it shall be without supplemental pay.

b. Active Leave

Workers who leave the University for active military service may be granted a leave of absence without pay or be terminated with right of re-employment. Upon completion of military service, workers are entitled, in accordance with federal laws, to reinstatement of employment at the University if they apply within ninety (90) days of discharge, or one (1) year if hospitalized.

8. Civil Emergency Leave

A worker, upon notification to the University, may take a leave without pay of up to seven (7) days when required by civilian authorities to assist in county reserve deputy activities, forest fire fighting, police reserve activities, state militia, and civil defense emergency. The leave of absence may be extended by approval of the University.

9. Public Service and Civic Leave

Workers may, at the discretion of the University, take leave with or without pay for unpaid participation in community, state or national affairs. Workers elected to public office at the local level ordinarily do not need a leave of absence. Workers elected to public office at the state or national level may, at the discretion of the University, be granted leaves of absence for the period or periods spent in fulfilling civic obligations, as required.

10. University Committees

Workers shall be granted paid time off to participate on any University committee on which they are officially invited to serve. Workers selected to serve on joint University/Union committees shall have reasonable time off with pay to discharge their official responsibilities for the committee.

11. Educational Leave

A leave may be granted, at the discretion of the University, to workers to pursue an activity of further education that will enhance their value to the University. Any denial of such a request shall not be arbitrary or capricious. Educational leave may be for up to three (3) months and may be extended for three-month periods, up to a maximum of one (1) year. Educational leave is usually without pay, unless directly related to the job.

12. Personal Time Off

Workers may take time off from their scheduled work for personal reasons, with the concurrence of their supervisors. Each worker shall be allowed a maximum of twenty-four (24) hours of paid leave of absence for his/her personal reasons each year, as determined by the administrative unit within which the worker is employed. Workers must charge time off in excess of eight (8) hours per month to vacation leave or leave without pay, or make up the time lost. The maximum to be used in any two (2) month period is eight (8) hours.

ARTICLE VI: PAY**A. PAYMENT OF WAGES****1. Paydays**

- 242 a. Wages shall be paid semi-monthly to all workers.
- 243 b. Semi-monthly paydays shall be no later than the seventh and twenty-second days of each month; provided that if operational difficulties delay payment such a delay shall be without penalty if payment is made by the tenth or twenty-sixth, as applicable. The University shall use reasonable efforts to provide swing shift workers with their checks on the day before payday so they may have the money on payday.

2. Paycheck Deposit

244 The University shall deposit the worker's pay in any bank the worker chooses in the State of California and deliver appropriate notice of deposit to the worker.

3. Workers shall be paid on an hourly basis.**4. Garnishments****a. No Discipline**

246 No worker shall be disciplined because his/her wages have been garnished.

b. Verbal Notice

247 The University shall make every reasonable effort to notify a worker by phone the same day a garnishment order is received by the appropriate payroll office or the next day if it is received after 3:00 P.M.

c. Written Notice

248 A copy of the garnishment order shall be sent to the worker by Interdepartmental Mail no more than eight (8) working hours after its receipt by the appropriate payroll office.

5. Vacation Pay

249 a. A worker scheduled to take vacation leave for at least ten (10) consecutive workdays may request early payment of any regular paychecks which would be issued during the period of vacation leave.

250 b. A worker requesting early vacation pay must submit the request on the appropriate form prepared by the University for such purposes at least ten (10) working days prior to the payday preceding the worker's departure. The worker must designate on the form the specific payroll deductions which are to be made from the paycheck in question. The form must be signed by the worker's supervisor indicating approval of the vacation leave for the period shown.

251 c. Any worker who returns to work during a period for which early vacation pay has been given shall make repayment for the period of early return through payroll deduction within the next two paydays. A worker who fails to make such repayment shall be placed on leave without pay status for a period of time equal to the scheduled vacation leave not taken.

252 d. Early payment may be taken no more than twice in any calendar year.

6. Special Draw

253 In an emergency, at the discretion of the University, a worker may draw an advance of one week's pay.

7. Pay Claims

254 Should any worker question or dispute the wage calculations in any paycheck, he/she may first contact his/her supervisor to receive explanation within three (3) working days.

B. PAY PLAN**1. Pay Range****a. Rates**

255 Pay range assignments for classifications covered by this Agreement are set forth in Appendix A. The base hourly pay rate applicable to each step of each range is set forth in Appendix B for each period shown. The figure in parentheses after each base hourly rate represents the average monthly base earnings for workers employed for forty hours a week for an entire year.

b. Work Outside of Classification

The University has the right to assign workers temporarily for periods not to exceed four months to jobs differently classified from their established classification.

(1) Lower Paid

Workers assigned to work in a lower paid classification shall continue to be compensated at the rate of pay provided for their established classification unless they have been permanently reassigned to a lower classification in accordance with this Agreement.

(2) Higher Paid Within the Unit

A worker who is temporarily assigned to assume the responsibilities of an absent worker or of a vacant position in a higher paid classification within the bargaining unit shall be compensated as if promoted to the higher position if the assignment lasts at least one (1) working day and if the worker's tasks and responsibilities for the period of reassignment would warrant permanent reclassification to the higher level if continued on a permanent basis.

(3) Higher Paid Positions Outside the Unit

A worker who is temporarily assigned to assume the responsibilities of a vacant supervisory or other non-unit position outside the bargaining unit shall be paid at a base rate which is not less than five percent (5%) above his/her current base rate for the duration of the temporary assignment provided the assignment lasts at least one (1) working day. All such temporary assignments shall be made in writing. The worker shall be returned to his/her former position at the appropriate step and pay range following the termination of the period of reassignment. The worker's temporary assignment outside of the bargaining unit shall not otherwise be subject to review under this Agreement.

c. Light Duty

Workers temporarily assigned to light duty due to injury or illness shall receive full pay.

d. Rates Over Range Maximum

Unless mutually agreed by the University and the Union to the contrary, no workers may be paid at a base rate above the applicable range maximum.

2. Initial Step Assignments and Progression to Successive Steps in Pay Ranges**a. In-hire Rate**

The in-hire rate for workers newly hired into the bargaining unit shall be at that step determined to be appropriate by the University based on its assessment of the individual's qualifications and experience. The rate assigned shall not be reviewable under the terms of this Agreement.

b. Step Progression System

(1) The increase from the in-hire step to the succeeding step shall occur at the end of the trial period. The increase to each next step occurs one year after advancement to each preceding step; provided that if the worker's performance is not satisfactory each increase may be delayed up to an additional six (6) months. Workers hired above Step 1 pursuant to a. above shall be eligible to progress to the next step one year after hire assuming satisfactory progress.

(2) For purposes of this paragraph "training programs" means a program expected to last more than three (3) months. For workers who are trainees in training programs expected to last seventeen (17) months or fewer, the in-hire rate is five (5) percent below step two for every six (6) months or portion thereof of training which is required. For workers who are trainees in training programs expected to last more than seventeen (17) months the in-hire rate is five (5) percent below step three for every six (6) months or portion thereof of training which is required. Trainees receive performance reviews at six (6) month intervals with the designated percent increase if performance and progress in the program are satisfactory and in accordance with the training program. In training programs that do not have equal six (6) month

segments, the number of months shall be divided by six (6) and the remaining months shall constitute the first interval of time for purposes of performance review and the proportional percent increase if performance and progress in the program are satisfactory and in accordance with the training program. If progress in the program is faster than planned, the rate of increase in pay may be accelerated correspondingly.

(a) Training programs of more than three (3) months but no more than twelve (12) months.

Trainees completing training programs of more than three (3) months but no more than twelve (12) months are assigned step two upon completion of the training program and are advanced to step three one (1) year thereafter; provided that if the worker's performance is not satisfactory the increase may be delayed up to an additional six (6) months.

(b) Training programs of more than twelve (12) months but no more than seventeen (17) months.

Trainees completing training programs of more than twelve (12) months but no more than seventeen (17) months are assigned step two upon completion of the training program and are advanced to step three on the next anniversary of their commencing of the training program; provided that if the worker's performance is not satisfactory the increase may be delayed up to an additional six (6) months.

(c) Training programs of more than seventeen (17) months.

Trainees completing training programs of more than seventeen (17) months are assigned step three upon completion of the training program.

c. Initial Step Assignment on Promotion or Transfer

(1) When a worker is promoted to a classification with a higher pay range, the worker shall be initially assigned to step two unless assignment to step two would not result in an increase in pay of at least one (1) step, in which case the worker shall be assigned to step three, four, or five as appropriate, provided the compensation for workers promoted or transferred to training positions shall be determined in accordance with paragraph VI.B.2.b.(2) above.

(2) When a worker transfers to a job in the same pay range or to a job with a lower pay range, the worker shall retain the same step assignment and review date.

d. Reclassification Downward

When a worker is involuntarily reclassified to a classification with a lower pay range, the worker shall be assigned to step five unless assignment to step five would result in a pay increase in which case the worker shall be assigned to the lowest step which would not result in a pay decrease.

3. Minimum Pay

Notwithstanding any other provision of this Agreement, no worker shall be compensated at a base hourly rate less than \$6.89 per hour.

C. COST OF LIVING ESCALATOR

1. Effective November 1, 1987 pay ranges shall be adjusted two and one-half cents (2-1/2¢) for each full point by which the September, 1987, Consumer Price Index for Urban Wage Earners and Clerical Workers, San Francisco-Oakland Metropolitan Area (all items) exceeds 360, up to a maximum possible adjustment of twenty-five cents (25¢).

2. Index Base

The index shall be based on 1967 = 100.0.

3. Corrections

Any corrections to the September, 1987, Index by the Bureau of Labor Statistics shall be corrected retroactively to November 1, 1987.

4. Successor Indices

The Bureau of Labor Statistics shall be the sole judge of comparability of a successor to the current index.

5. Replacement

In the event the index is abolished and cannot be replaced with a successor index, the method of computing pay increases due to increases in the cost of living shall be changed in consultation with the Union.

D. PREMIUMS

The premiums described in Article IV: Hours of Work and Premium Pay shall be the following:

- 1. Swing Shift 10%
- 2. Owl Shift 15%
- 3. Supertime 50%
- 4. Overtime 50%
- 5. Double-time 100%

ARTICLE VII: WORKING CONDITIONS

A. HEALTH AND SAFETY

1. The University shall provide a safe and healthful working environment in accordance with applicable federal or state laws or regulations.

2. The University shall continue to ensure that adequately trained and equipped first aid personnel are reasonably available to workers who are victims of industrial accidents or illnesses. Emergency vehicle service shall be reasonably available for emergency assistance and, where necessary, for transporting injured or ill workers to medical assistance.

3. The University shall provide for workers such medical tests as are recommended or required by applicable federal or state law or regulation for the detection of serious health hazards encountered by the worker or for the detection of present illness experienced by the worker as a result of his/her assigned duties. In addition, the University shall provide each year for workers' influenza immunizations to the extent medically recommended vaccine is available.

4. The University shall provide release time for a worker or steward from the affected bargaining unit area or local Safety Committee member, provided that the release of the committee member is with the prior concurrence of his/her supervisor and does not conflict with scheduled work or staffing assignments within his/her department, to accompany the appropriate federal or state safety inspector in a walk-through if the inspector has no objections.

5. Safety Rules

The University shall have the right to make and enforce rules and procedures to provide for a safe and healthful working environment. All workers shall comply with safety and health rules, which will be equitably enforced among all employees.

6. Local Safety Committees

a. Composition

(1) Local safety committees consisting of two (2) workers designated by the Union and two (2) representatives designated by the University shall be constituted for each of the following five (5) parts of the unit: (a) Stanford Linear Accelerator Center, (b) Medical School, (c) University Housing, Food Services, Tresidder Union and Faculty Club, (d) Chemistry, Physics, Biology, Engineering, Center for Materials Research, Hansen Laboratories and Earth Sciences, (e) all others.

(2) The University and the Union shall each designate a co-chair for each local safety committee.

b. Responsibilities

Local Safety Committees shall:

- (1) Review and analyze reports of industrial illness and accidents within the area served by the local committee.
- (2) Make recommendations to the University for modifications of unsafe or hazardous conditions affecting workers in the area served by the local committee, including recommendations concerning the need to curtail operations until such conditions are corrected.

c. Training

Once each calendar year the University will provide to unit workers serving on Local Safety Committees safety training appropriate to work performed in the work areas served by the local committee.

d. Procedures and Meetings

The local safety committees shall discharge their responsibilities in accordance with procedures established by mutual agreement. Meetings are to be held quarterly.

7. Refusal to Perform Assigned Work

a. A worker's refusal in good faith to perform an assigned task because of abnormally dangerous conditions, given normal safety procedures and equipment for work at the time and place said task is to be performed, shall not be just cause for discipline, and the worker shall not be sent home solely because of such refusal, provided that the worker's good faith is based on ascertainable, objective evidence supporting his/her conclusion that an abnormally dangerous condition of work exists, and provided further that the worker advises his/her supervisor of the condition believed to be abnormally dangerous as soon as possible and the basis for said belief.

b. When the supervisor is advised of a worker's refusal to work in accordance with the paragraph above, the supervisor shall notify the local safety committee responsible for the area.

c. The local safety committee shall investigate the alleged hazard as soon as possible, but in no case without at least one Union and one University representative present, and make recommendations concerning the existence of the hazard and whether operations need be curtailed pending its abatement. Pending issuance of these recommendations, the University shall not request other workers to perform the work in question without advising them of the initial worker's refusal and the asserted reasons therefor.

d. The local safety committee shall report its findings and recommendations to the University representative responsible for the area in question, the Union and the worker initially refusing to perform the task in question.

(1) If the recommendation is unanimous that operations should be curtailed pending abatement of a hazard, no worker shall be asked to perform the work in question until the University has responded to the situation so that one of the reporting members withdraws the recommendation to curtail operations.

(2) If the recommendation is unanimous that operations need not be curtailed, work shall be resumed and any continued refusal to work shall be deemed just cause for discipline.

(3) Any recommendation which is not unanimous and with which the University does not comply shall be referred to the University Health and Safety Office for further investigation and recommendation and all work shall be resumed.

B. UNIFORMS, EQUIPMENT AND PROTECTIVE EQUIPMENT

1. Whenever the University requires uniforms to be worn by workers as a condition of employment, such uniforms shall be provided and maintained by the University. Shop coats or smocks shall be furnished to all workers who are working on dirty or oily jobs, machines or equipment, and shall also be laundered and maintained by the University. The term "uniform" is limited to wearing apparel or accessories of distinctive design or color.

2. Whenever the University requires tools or equipment for the performance of a job by a worker, such tools and equipment shall be provided and maintained by the University.

3. Whenever the University requires a worker to use or wear protective garments or protective equipment to safeguard health or prevent injury, the University shall provide and maintain such garments and equipment.

4. The University may, at its option, require a worker furnished with material specified in paragraphs 1, 2 and 3 above to retain such items on the premises.

5. Each worker furnished with items specified above shall wear or use them as required by the University and shall exercise due diligence to ensure that they are not subjected to extraordinary wear and tear and are not lost.

ARTICLE VIII: UNIVERSITY BENEFITS

A. Workers shall be eligible to participate in University benefit programs enumerated in this Article, provided they meet the eligibility requirements for each plan. The University may alter the criteria for eligibility, provided that no worker who has attained eligible status upon the execution of this Agreement is thereafter rendered ineligible because of the changes.

B. The University shall continue to provide the following benefit plans with rates of contribution as described below:

1. Basic Health and Major Medical Coverage

a. The University pays the full cost of benefits for the worker working three-fourths time or more under the least expensive plan offered. A worker working less than three-fourths time may elect basic health coverage, half of which is paid by the worker by payroll deduction.

b. If the worker elects more costly benefits, including dependent coverage, such benefits must be paid for by the worker through payroll deduction, except that effective January 1, 1985:

(1) The University will pay up to forty-four dollars (\$44) per month toward such benefits for workers working 3/4 time or more and

(2) The University will pay up to twenty-two dollars (\$22.00) per month toward such benefits for workers working less than 3/4 time.

2. Dental Coverage

The University shall provide dental coverage for workers and dependents. The University shall pay the full costs of such coverage in accordance with the terms of the plan developed by the University.

3. Staff Pension Plan

The University pays the full cost of benefits for eligible workers. The normal retirement date is the first day of the month following the worker's sixty-fifth (65th) birthday. Early retirement at a reduced annuity may be arranged with mutual agreement of the University and the worker. A worker may elect to work beyond normal retirement age at his/her option. Effective January 1, 1977, the University will amend the Staff Pension Plan to provide that for purposes of benefit computations for participants (who have not retired by January 1, 1977) with credited service prior to calendar year 1971 pension benefits for credited service prior to 1971 shall be computed based on the participant's covered earnings for calendar year 1971. Effective September 1, 1980, the University will amend the Staff Pension Plan to provide the following:

305 a. An individual shall vest in a percentage of his/her accrued benefits derived from employer contributions on the completion of Years and Service Credit as follows:

Completed Years of Service Credit	Vested Percentage
Less than 5	None
5	50%
6	60%
7	70%
8	80%
9	90%
10 or more	100%

306 b. A participant who is permanently laid off (under applicable policies or collective bargaining agreements of the employer) shall vest in a percentage of his accrued benefits from employer contributions on completion of Years of Service Credit as follows:

Completed Years of Service Credit	Vested Percentage
Less than 5	None
5	60%
6	70%
7	80%
8	90%
9 or more	100%

307 c. The benefit accrual rate will be:

(1) For benefits accrued before 1971, the benefit shall be 2% times "1971 earnings" times years of participation before 1971.

(2) 1971-1975—

For each Plan Year beginning after 1970 and ending before 1976, a person who participated in the Plan pursuant to the terms of the Plan as in effect during those years will accrue an annuity benefit equal to: two percent of his/her Earnings for each Plan Year.

(3) After 1975—

For each Plan Year beginning after 1975, a Participant who is an Eligible Employee will accrue an annuity benefit equal to 2% of his/her earnings for each Plan Year.

308 4. Group Tax-Deferred Annuity Program

This plan may be chosen by the worker and is wholly paid by the worker.

309 5. Group Life Insurance (to be effective December 1, 1982)

a. The University provides a group life insurance plan for all eligible workers. Each worker may choose life insurance in an amount equal to one, two or three times salary. The rate for the insurance is shared equally by the University and the worker.

310 b. Workers who do not elect to participate in the Life Insurance Plan at one, two or three times salary will be provided \$5,000 of life insurance on a non-contributory basis.

311 6. Tuition Benefits

The University provides for the children of all eligible workers payment of tuition and recurring fees for the first twelve (12) quarters or eight (8) semesters of undergraduate study at any accredited college or university, up to a maximum of one-half of Stanford's tuition for the same period of time. Workers are eligible after completion of five (5) consecutive years of full time employment. Eligibility does not terminate when the worker retires, dies or is placed on disability leave.

312 7. Accidental Death and Dismemberment Insurance

Workers and their spouses are eligible for benefits which are wholly paid for by the worker through payroll deduction.

313 8. Long-Term Disability Benefits

The University pays the full cost of long-term disability benefits for workers after one (1) year of such continuous service.

314 9. Travel Insurance

The University pays the full cost of the University Travel Insurance Policy.

10. Homeowners' Insurance and Motor Vehicle Insurance

315 Individual benefits are fully paid for by the worker through payroll deduction.

11. Garden Plots

316 The University shall provide a one-acre site around the main campus in addition to a half-acre site at SLAC, upon which University employees, including workers, can grow crops. Water shall be provided at no cost, and the area provided shall not be relocated before harvest if practicable.

317 C. The University shall have the right to alter the benefits or carrier of any of the plans enumerated in this Article, but any change which represents a significant overall reduction in benefits for the bargaining unit shall be reviewed with the Union and shall require the consent of the Union. In the event the University makes improvements for unrepresented employees in the benefits described in this Article which are common to both unit members and such unrepresented employees, the bargaining unit will be offered the opportunity to accept those changes along with any benefit reductions proposed at the same time; provided that the unit's acceptance is based on the changes in their entirety.

ARTICLE IX: SEPARATION FROM THE JOB

A. LAYOFFS

1. When Staff Reductions Occur

318 If, in the judgment of the University, budgetary or operational considerations require a temporary, indefinite or permanent curtailment of operations or reduction in force within a particular department or activity within the bargaining unit, staffing levels within such activities or units will be reduced in accordance with this Article.

2. Temporary or Seasonal Layoffs

319 If, in the judgment of the University, a curtailment of operations or reduction in force is seasonal or temporary in nature, it may advise workers affected by this decision that they are to be placed on leave without salary status for a period not to exceed four (4) months. Two weeks' advance notice of temporary layoff must be given to each worker provided that such notice shall not be required for reductions occasioned by emergencies beyond the University's control. If a worker fails to return to work within two weeks of his/her being notified of recall to work, the worker shall be deemed to have resigned. Each worker while on temporary or seasonal layoff, may continue to receive the University contributions toward basic and major medical insurance and group life insurance as provided in Article VIII of this Agreement. To insure such contributions, the worker must make direct and timely payment to the University of the worker's own contributions normally paid by payroll deduction. Vacation and sick leave shall continue to accrue, as if regular hours continued to be worked.

3. Work on Temporary Layoff

320 The Union and the University agree to discuss the availability of alternate work regularly and customarily performed by bargaining unit workers for workers on notice of temporary layoff and to confer on identifying, whenever practicable, work opportunities that workers on temporary layoff status can perform without training including a system for offering identified opportunities to interested workers. It is understood that such work, where identified, shall not cause workers to be laid off.

4. Permanent or Indefinite Layoff

a. Notice

321 When the University determines that a permanent or indefinite layoff is imminent within the bargaining unit, it shall give the Union such advance notice as is reasonable under the circumstances. Such notice shall describe the general areas which may be affected. When individual workers are selected for layoff,

each shall be given at least thirty (30) calendar days notice or pay in lieu of such notice. A copy of each such individual notice shall be transmitted to the Union.

b. Selection of Those to be Laid Off

(1) The University shall designate the work group to be reduced and the number of positions within each classification which must be abolished within the work group so designated. Within the work group and classification designated for reduction, seniority shall govern the order of layoff if skill and ability are substantially equal; provided that any worker still on trial period within a classification and work group designated for layoff shall be the first laid off if the workers remaining in the classification in the work group possess sufficient skill and ability to perform without additional training (as differentiated from orientation) the actually expected work without substantial impairment of the work group.

(2) Any worker notified of permanent layoff with four or more years of University seniority is eligible to bump if he/she possesses the skill and ability without additional training (as differentiated from orientation) to perform the actually expected work without substantial impairment of the work group for any job held by a worker of the same classification within the same bumping group with less than four years of University seniority and has not been offered an open job within the same classification.

(3) If a worker is eligible to bump, the University shall determine the job to be filled. However, in determining the job to be filled, the University shall not select a job held by a worker past the trial period if there is within the classification and bumping group a job held by a worker still on trial period which the worker eligible to bump is able without additional training (as differentiated from orientation) to perform without substantial impairment of the work group. After the University determines the job to be filled and advises the worker eligible to bump, the worker shall have seven (7) calendar days to accept the opportunity to bump after which the worker shall be deemed to have declined to bump.

(4) A worker who is eligible to bump and declines to bump or is unsuccessful in attempting to bump may collect severance pay as provided below in paragraph d.

(5) Bumping Groups

All members of the bargaining unit fall within one of the following bumping groups:

- (a) Stanford Linear Accelerator Center
- (b) Medical School
- (c) All Other

c. Reduction in Hours

Workers notified of a permanent reduction in hours from 75 percent time or more to less than 75 percent time may: (1) elect to be permanently laid-off under the terms of this Article or (2) remain employed on the reduced time basis designated. If a worker after electing (1) is reemployed in the reduced time position the worker shall be required to repay all severance pay received.

d. Severance Allowance

Commencing with the execution of this Agreement, workers permanently or indefinitely laid off who have one or more years of University seniority shall be entitled within three (3) calendar days of actual layoff from University employment to a severance allowance based on a percentage of the final monthly base pay multiplied by twelve (12); provided that a worker who regularly works less than full time on the date of notice of layoff, but who within the prior twelve (12) month period regularly worked on a full-time basis, shall receive a severance allowance based upon the greater of either the final monthly base pay in the job held on the date of notice of layoff, or the monthly base pay received in the most recent full-time position held within the twelve (12) months preceding notice of layoff: and provided further that a worker whose job on the date of notice of layoff has been classified at a higher level within the twelve (12) month period preceding the date of notice of layoff shall receive a sever-

ance allowance based upon the greater of either the final monthly base pay on the date of layoff or the monthly base received when classified at the higher level within the twelve (12) month period. The percentage shall be computed in accordance with the following schedule:

Years of University Seniority	Percentage of Salary
First 10 years	3% per year
Over 10 through 20 years	30% plus 4% for each year in excess of 10 years
Over 20 years	70% plus 5% for each year in excess of 20 years not to exceed one (1) full year's pay.

e. Repayment of Severance Allowance

If a worker who has received a severance allowance is reemployed within one (1) year of the effective date of layoff within a job with a pay range equal to, or higher than, the pay range applicable to the job from which the worker was laid off, the worker shall repay on a reasonable schedule, not to exceed one year in length, by payroll deduction, the severance pay received less the difference, if any, between the base pay the worker would have received but for the layoff and the interim earnings of the worker during the period of layoff (including whatever unemployment compensation the worker received). If the worker is reemployed in a position requiring less than full-time work, the worker shall not be required to repay more than that fraction of the sum (derived from the preceding sentence) which corresponds to the ratio of (a) the number of hours per week for which the worker is reemployed to (b) the average number of non-overtime hours per week which the worker was scheduled to work during the four-week period preceding notice of permanent or indefinite layoff.

B. DISCIPLINE, SUSPENSION AND SEPARATION

1. Just Cause

No worker, who has passed his/her trial period, may be disciplined (including written warnings and reprimands), terminated (unless including a fixed-term appointment), or suspended, except for just cause. Such cause must be job related or must arise out of some act which disrupts, interferes with, or damages the University or its operation in a way not protected by this Agreement.

2. Role of Steward in Discipline

a. When in supervision's judgment facts and circumstances indicate that an investigatory interview is warranted prior to any decision to discipline a worker, that worker may upon request have a steward present.

b. When supervision has determined that a worker is to be disciplined, the steward shall be informed. The steward shall be given the opportunity to be present at interviews concerned with such discipline unless the worker objects. If the steward is unavailable, a substitute steward shall be selected in accordance with paragraph I.E.2.

3. Just Cause Termination Primarily for Unsatisfactory Work Performance

a. Before a worker, who has passed the trial period, can be terminated primarily for unsatisfactory performance under the just cause provision herein, he/she must be interviewed by supervision. During the interview the worker must be thoroughly informed, orally and in writing, of those areas of job performance where he/she is considered unsatisfactory. Supervision should then seek to work out a plan with the worker, aimed at eliminating performance problems, or, if this is not practicable, the worker should be told what sort of improvement will be expected of him/her over the term of a reasonable probationary period.

b. If the worker has not demonstrated his/her ability to satisfactorily perform his/her job after such reasonable opportunity, he/she may be terminated under the just cause provision herein.

335 c. The steward will be informed when supervision determines that a worker may be placed on probation and shall be given the opportunity to be present in the interview process described above unless the worker objects. If the steward is unavailable, a substitute steward shall be selected in accordance with paragraph I.E.2.

336 d. Before discharge, the Union and the University shall confer to determine whether alternative placement is possible; and they may by mutual consent and regardless of the other provisions of this Agreement place a worker in some other job.

4. Notice

337 Except in cases involving gross misconduct, workers separated for just cause shall receive two (2) weeks notice or two (2) weeks pay in lieu of notice.

5. Records

338 a. Each administrative unit shall maintain for each worker employed with the unit a file which shall contain copies of all written warnings, notices of suspension or demotion, written evaluations and other official records indicating changes in status or levels of pay. The worker or a Union representative, authorized by the worker in writing, shall be entitled to review said file during regular business hours in the presence of a University representative and obtain copies. In any disciplinary action the University may not rely upon any previous written warnings, notice of suspension or demotion or written evaluation not contained in said file as justification for any personnel action which adversely affects the worker in question but may rely on oral warnings not made a part of the file and issued within the preceding six (6) months.

339 b. When workers who have received written warnings or reprimands complete eighteen (18) months of work without further disciplinary action, their prior disciplinary record shall no longer be relied upon in any determination which in any manner affects their employment status.

ARTICLE X: MANAGEMENT FUNCTIONS

340 Except as otherwise provided in this Agreement, nothing in this Agreement shall be deemed to limit the University in any way in the exercise of regular and customary functions of management including, but not limited to, the following:

- A. The determination or modification of University goals and objectives, including the determination or modification of the nature and scope of University functions, the determination or modification of the size, number, location, and function of University departments, organizational units or other activities;
- B. The specification and acquisition of apparatus, equipment or other materials;
- C. The right to determine the need for and identity of suppliers, contractors, and sub-contractors;
- D. The establishment or alteration of methods of operation, including the institution of technological alterations in processes or equipment or both;
- E. The expansion or contraction of University services generally or any department, activity or function specifically and the determination of appropriate staffing levels within the bargaining unit generally or any department, activity or function specifically;
- F. The direction of the working forces, including the right to determine work, shift and duty assignments and to determine whether or not particular assignments are to be performed by workers;
- G. The design and implementation of safety programs and plans for increased efficiency;
- H. The determination or modification of job content and worker qualifications;

- I. The right to hire, promote or demote workers;
- J. The right to suspend, discipline or discharge;
- K. The right to select or employ supervisors;
- L. The right to transfer, reassign, or relieve from duty because of lack of work or redefinition of University or departmental needs;
- M. The right to establish and enforce reasonable rules and regulations pertaining to conduct and department of workers and the determination of worker competency.

The undersigned, as authorized representatives of the respective parties, attest the ratification and approval of this Agreement.

For LELAND STANFORD JUNIOR UNIVERSITY

William F. Massy
Vice President for Business & Finance

Date: _____

For UNITED STANFORD WORKERS
LOCAL 680, S.E.I.U., AFL-CIO, CLC

Dennis L. Blake
President

Date: _____

**TMS BARGAINING UNIT
JOB CLASSIFICATION AND PAY RANGE
ASSIGNMENTS**

JCC	Job Classification Title	Pay Range
1702	Portal Monitor Trainee	A-00
1728	Portal Monitor	A-09
1806	Conservation Technician Trainee	A-00
1814	Conservation Technician I	A-12
1816	Conservation Technician II	A-18
1818	Conservation Technician III	A-26
1858	Museum Buildings and Installation Specialist Trainee	A-00
1866	Museum Buildings and Installation Specialist	A-28
1872	Museum Attendant	A-17
2766	Business Equipment Operator Trainee	A-00
2772	Business Equipment Operator I	A-10
2780	Business Equipment Operator II	A-14
2788	Duplicating Services Coordinator	A-24
2806	PBX Operator Trainee	A-00
2814	PBX Operator	A-18
2840	Communications Dispatcher Trainee	A-00
2848	Communications Dispatcher	A-30
2874	Plant Services Dispatcher Trainee	A-00
2882	Plant Services Dispatcher I	A-22
2890	Plant Services Dispatcher II	A-30
2900	Telecommunications Attendant I	A-14
2908	Telecommunications Attendant II	A-18
2916	Telecommunications Attendant III	A-20
3496	Book Warehouse Assistant Trainee	A-00
3504	Book Warehouse Assistant	A-17
3514	Bindery Technician Trainee	A-00
3522	Bindery Technician I	A-12
3530	Bindery Technician II	A-18
3538	Bindery Technician III	A-26
3556	Microfilm Machine Operator Trainee	A-00
3564	Microfilm Machine Operator I	A-12
3572	Microfilm Machine Operator II	A-15
3580	Microfilm Machine Operator III	A-18
3598	Mailing Machine Operator Trainee	A-00
3606	Mailing Machine Operator I	A-12
3614	Mailing Machine Operator II	A-15
3622	Mailing Machine Operator III	A-18
3640	Lithographic Platemaker Trainee	A-00
3648	Lithographic Platemaker I	A-12
3656	Lithographic Platemaker II	A-18
3658	Lithographic Platemaker III	A-24
3662	Reprographics Technician Trainee	A-00
3664	Reprographics Technician I	A-15
3666	Reprographics Technician II	A-20
3668	Reprographics Technician III	A-22
3670	Reprographics Technician IV	A-24
3674	Offset Press Operator Trainee	A-00
3682	Offset Press Operator I	A-15
3690	Offset Press Operator II	A-20
3698	Offset Press Operator III	A-24
3700	Offset Press Operator IV	A-30
3774	Graphics Technician Trainee	A-00
3782	Graphics Technician I	A-14
3790	Graphics Technician II	A-20
3798	Graphics Technician III	A-26
3806	Graphics Technician IV	A-32
3802	Graphics Technician III Leader	A-28
3810	Graphics Technician Specialist	A-38
3858	Photographer Trainee	A-00
3866	Photographer I	A-14

JCC	Job Classification Title	Pay Range
3906	Photographic Technician Trainee	A-00
3914	Photographic Technician I	A-14
3922	Photographic Technician II	A-22
3926	Photographic Technician III	A-24
3930	Photographic Technician Specialist	A-32
3990	Audio-Visual Operator Trainee	A-00
3998	Audio-Visual Operator	A-25
4030	TV Master Control Operator Trainee	A-00
4034	TV Master Control Operator	A-25
4042	Costume Technician Trainee	A-00
4050	Costume Technician	A-24
4054	Senior Costume Technician	A-28
5242	Data Entry Operator Trainee	A-00
5250	Senior Data Entry Operator	A-17
5258	Data Entry Operator Leader	A-20
5284	Computer Operator Trainee	A-00
5292	Computer Operator	A-22
5300	Senior Computer Operator	A-28
5308	Computer Operator Leader	A-30
5326	Production Control Clerk Trainee	A-00
5340	Production Control Clerk	A-18
5348	Senior Production Control Clerk	A-24
5359	Dispatcher Trainee	A-00
5360	Dispatcher	A-18
5366	Tape Librarian Trainee	A-00
5374	Tape Librarian I	A-17
5382	Tape Librarian II	A-19
5383	Computer Output Microfilm Technician Trainee	A-00
5384	Computer Output Microfilm Technician I	A-21
5386	Computer Output Microfilm Technician II	A-27
5426	Scanner Trainee	A-00
5434	Scanner	A-23
5438	Scanner Leader	A-27
5630	Life Science Technician Trainee	A-00
5638	Life Science Technician I	A-18
5644	Life Science Technician II	A-24
5652	Life Science Technician III	A-30
5660	Life Science Technician IV	A-36
5670	Life Science Technician Group Leader Trainee	A-00
5678	Life Science Technician II Group Leader	A-26
5686	Life Science Technician III Group Leader	A-32
5694	Life Science Technician IV Group Leader	A-38
5720	Tissue Technician Trainee	A-00
5728	Tissue Technician I	A-24
5736	Tissue Technician II	A-30
5744	Tissue Technician III	A-36
5770	Laboratory Glassware Washer Trainee	A-00
5778	Laboratory Glassware Washer	A-11
5782	Laboratory Glassware Washer Leader	A-13
5786	Laboratory Assistant I	A-13
5794	Laboratory Assistant II	A-16
5802	Laboratory Assistant III	A-20
5828	Animal Care Assistant Trainee	A-00
5835	Animal Care Assistant I	A-12
5844	Animal Care Assistant II	A-16
5852	Animal Care Assistant III	A-20
5854	Animal Care Assistant IV	A-24
5870	Autopsy Room Attendant Trainee	A-00
5878	Autopsy Room Attendant I	A-17
5886	Autopsy Room Attendant II	A-26
6466	Precision Sheet Metal and Fabrication Technician	A-39
6470	Precision Sheet Metal and Fabrication Technician Leader	A-41
6476	Laboratory Mechanician Trainee	A-00
6484	Laboratory Mechanician II	A-37
6492	Laboratory Mechanician III	A-41
6496	Laboratory Mechanician III Leader	A-43

JCC	Job Classification Title	Pay Range	JCC	Job Classification Title	Pay Range
6542	Laboratory Welder Trainee	A-00	7642	Custodian Leader	A-15
6550	Laboratory Welder II	A-33	7657	Project Crew Custodian	A-16
6554	Laboratory Welder III	A-39			
6558	Laboratory Welder Leader	A-41	7660	Maintenance Coordinator Trainee	A-00
			7668	Maintenance Coordinator I	A-26
6564	Saw Shop Attendant	A-26	7676	Maintenance Coordinator II	A-30
6578	Laboratory Services Specialist	A-37	7720	Maintenance Person Trainee	A-00
			7728	Maintenance Person I	A-24
6588	Scien. & Engr. Tech. Trainee, Electro-Mech	A-00	7736	Maintenance Person II	A-26
6596	Scien. & Engr. Tech., Electro-Mech	A-28	7744	Maintenance Person III	A-33
6604	Senior Scien. & Engr. Tech, Electro-Mech	A-34	7752	Maintenance Person IV	A-37
6612	Prin. Scien. & Engr. Tech, Electro-Mech	A-39			
			7794	Maintenance Person II (Premium)	A-29
6630	Scien. & Engr. Tech. Trainee, Electronics	A-00	7802	Maintenance Person III (Premium)	A-35
6638	Scien. & Engr. Tech., Electronics	A-28	7810	Maintenance Person Leader (Premium)	A-39
6646	Senior Scien. & Engr. Tech, Electronics	A-34			
6654	Prin. Scien. & Engr. Tech, Electronics	A-39	7834	Athletics Groundskeeper Trainee	A-00
			7842	Athletics Groundskeeper	A-19
			7850	Athletics Groundskeeper Leader	A-21
6672	Scien. & Engr. Tech. Trainee, Mechanical	A-00	7860	Relamper Trainee	A-00
6680	Scien. & Engr. Tech., Mechanical	A-28	7868	Relamper	A-18
6688	Senior Scien. & Engr. Tech., Mechanical	A-34			
6696	Prin. Scien. & Engr. Tech., Mechanical	A-39	7878	Laborer Trainee	A-00
			7886	Laborer	A-16
6714	Accelerator Systems Operator Trainee	A-00	7894	Laborer/Driver	A-18
6720	Accelerator Systems Operator	A-34	7902	Laborer Leader	A-18
6728	Principal Accelerator Systems Operator	A-39			
			7928	Groundskeeper Trainee	A-00
6740	Installation Technician Trainee	A-00	7936	Groundskeeper	A-16
6748	Installation Technician	A-28	7944	Gardener	A-19
6754	Principal Installation Technician	A-34	7952	Grounds Leader	A-23
6760	Electronic Prototype Fabricator Trainee	A-00	7986	Grounds Equipment Operator Trainee	A-00
6774	Electronic Prototype Fabricator	A-28	7994	Grounds Equipment Operator I	A-18
6780	Principal Electronic Prototype Fabricator	A-34	8002	Grounds Equipment Operator II	A-21
6782	Electronic Fabricator Inspector	A-39			
			8012	Greenskeeper Trainee	A-00
7010	Salvage Specialist	A-24	8020	Greenskeeper	A-18
			8024	Greenskeeper Leader	A-20
7028	Inventory Control Specialist	A-30	8030	Pest Controller Trainee	A-00
			8038	Pest Controller I	A-23
7038	Stores Catalog Compiler	A-26	8046	Pest Controller II	A-26
7066	Storekeeper Trainee	A-00	8056	Sprinkler Systems Specialist Trainee	A-00
7074	Storekeeper I	A-17	8064	Sprinkler Systems Specialist I	A-20
7082	Storekeeper II	A-22	8072	Sprinkler Systems Specialist II	A-26
7090	Storekeeper III	A-26			
			8082	Tree Specialist Trainee	A-00
7124	Receiver/Shipper/Furniture Assembler Trainee	A-00	8090	Tree Specialist I	A-20
7132	Receiver/Shipper/Furniture Assembler	A-21	8098	Tree Specialist II	A-26
7133	Receiver/Shipper/Furniture Assembler Specialist	A-22	8100	Tree Specialist II Leader	A-28
7134	Receiver/Shipper/Furniture Assembler Leader	A-23	8106	Tree Specialist III	A-30
7136	Receiver/Shipper/Furniture Assembler Coordinator	A-29			
			8116	Water System Technician Trainee	A-00
7150	Deliverer Trainee	A-00	8124	Water System Technician	A-37
7158	Deliverer I	A-16			
7166	Deliverer II	A-17	8134	Carpenter Trainee	A-00
7172	Deliverer I Leader	A-18	8142	Carpenter, Stage	A-25
			8150	Carpenter, Maintenance & Museum	A-33
7190	Taxi Driver Trainee	A-00	8158	Carpenter, Specialist (Cabinetmaker)	A-34
7198	Taxi Driver	A-16	8166	Carpenter Leader	A-35
7216	Athletic Equipment Keeper Trainee	A-00	8176	Locksmith Trainee	A-00
7224	Athletic Equipment Keeper I	A-14	8184	Locksmith, Maintenance	A-33
7232	Athletic Equipment Keeper II	A-18	8192	Locksmith, Master	A-36
7242	Property Control Assistant Trainee	A-00	8202	Painter Trainee	A-00
7250	Property Control Clerk	A-16	8210	Painter, Maintenance	A-33
7258	Property Control Assistant	A-21	8218	Painter, Specialist	A-34
7262	Property Control Assistant Leader	A-25	8226	Painter, Leader	A-35
7264	Senior Property Control Assistant	A-25			
7266	Property Control Coordinator	A-27	8236	Stonemason Trainee	A-00
			8244	Stonemason, Maintenance	A-33
7292	Food Service Worker Trainee	A-00	8246	Utilities Instrument Technician Trainee	A-00
7300	Food Service Worker I	A-08	8247	Utilities Instrument Technician	A-37
7308	Food Service Worker II	A-10	8248	Utilities Instrument Technician Specialist	A-39
7316	Food Service Worker III	A-12			
7324	Food Service Worker IV	A-20	8250	Instrument Mechanic Trainee, Research Facilities	A-00
7332	Food Service Worker V	A-26	8251	Instrument Mechanic, Research Facilities	A-37
			8252	Instrument Mechanic Specialist, Research Facilities	A-39
7336	Chef	A-28	8288	Maintenance Mech. Trainee, Research Facilities	A-00
			8296	Maintenance Mech., Research Facilities	A-35
7612	Construction Coordinator	A-46			
7646	Custodian Trainee	A-00			
7654	Custodian	A-13			

JCC	Job Classification Title	Pay Range	JCC	Job Classification Title	Pay Range
8304	Maintenance Mech. Spec., Research Facilities	A-36	8534	Service Station Operator II	A-25
8312	Maintenance Mech. Leader, Research Facilities	A-37	8544	Machinist Trainee	A-00
8322	Utilities Mech. Trainee, Research Facilities	A-00	8552	Machinist, Maintenance	A-35
8330	Utilities Mech., Research Facilities	A-35	8560	Machinist, Specialist	A-36
8338	Utilities Mech. Spec., Research Facilities	A-36	8568	Machinist, Leader	A-37
8346	Utilities Mech. Leader, Research Facilities	A-37	8578	Heat., Vent. & A.C. Mech. Trainee	A-00
8348	Precision Surveyor Trainee	A-00	8586	Heat., Vent. & A.C. Mech., Maintenance	A-35
8350	Precision Surveyor Aide	A-28	8594	Heat., Vent. & A.C. Mech., Specialist	A-36
8352	Precision Surveyor	A-34	8602	Heat., Vent. & A.C. Mech., Leader	A-37
8355	Principal Precision Surveyor	A-39	8605	Building Systems Technician Trainee	A-00
8354	Precision Surveyor Leader	A-41	8606	Building Systems Technician	A-37
8356	Electrician Trainee	A-00	8612	Rigger Trainee	A-00
8364	Electrician, Maintenance	A-35	8620	Rigger, Maintenance	A-33
8372	Electrician, Specialist	A-36	8624	Rigger, Specialist	A-35
8380	Electrician, Leader	A-37	8628	Rigger, Leader	A-35
8390	Plumber Trainee	A-00	8638	Stationary Engineer Trainee	A-00
8398	Plumber, Sewers & Water Mains	A-31	8646	Stationary Engineer	A-39
8406	Plumber, Maintenance	A-35	8654	Central Plant Mechanic Trainee	A-00
8414	Plumber, Specialist	A-36	8662	Central Plant Mechanic I	A-31
8422	Plumber, Leader	A-37	8668	Central Plant Mechanic II	A-36
8432	Steamfitter Trainee	A-00	8774	Radiation Gate Guard Trainee	A-00
8440	Steamfitter, Maintenance	A-36	8782	Radiation Gate Guard	A-15
8448	Steamfitter, Leader	A-38	8790	Radiation Gate Guard Leader	A-18
8452	Plumber/Steamfitter	A-37	8890	Miscellaneous Technician	N/A
8453	Plumber/Steamfitter Leader	A-39	8900	Miscellaneous Crafts Person	N/A
8458	Sheetmetal Worker Trainee	A-00	8910	Miscellaneous Semi-Skilled	N/A
8466	Sheetmetal Worker, Maintenance	A-35	8920	Miscellaneous Laborer	N/A
8474	Sheetmetal Estimator/Coordinator	A-37	8930	Miscellaneous Service Worker	N/A
8478	Sheetmetal Worker, Leader	A-37			
8480	Roofer Trainee	A-00		Miscellaneous	
8481	Roofer, Maintenance	A-34		Stage Technician	A-30
8484	Auto & Equipment Mechanic Trainee	A-00		President's House Services Aide	A-15
8492	Auto & Equipment Mechanic, Maintenance	A-33		Photo Lab Coordinator	A-30
8500	Auto & Equipment Mechanic, Specialist	A-34		Utilities Design Draftsman and Coordinator	A-42
8508	Auto & Equipment Mechanic, Leader	A-35		Gallery Maintenance Assistant	A-14
				Shield Fabrication Assistant	A-14
8518	Service Station Operator Trainee	A-00		President's House Services Assistant	A-22
8526	Service Station Operator I	A-23		Faculty Club Banquet Coordinator	A-26

APPENDIX B

Stanford University TMS Bargaining Unit
Salary Range Structure

(Effective 9/1/85 through 8/31/86)

Range Number	Step 1		Step 2		Step 3		Step 4		Step 5	
	Hour	(Month)	Hour	(Month)	Hour	(Month)	Hour	(Month)	Hour	(Month)
A08	6.91	(1,198)	7.23	(1,253)	7.59	(1,316)	7.96	(1,380)	8.35	(1,447)
A09	7.06	(1,224)	7.41	(1,284)	7.75	(1,343)	8.13	(1,409)	8.52	(1,477)
A10	7.23	(1,253)	7.59	(1,316)	7.94	(1,376)	8.33	(1,444)	8.74	(1,515)
A11	7.41	(1,284)	7.75	(1,343)	8.13	(1,409)	8.52	(1,477)	8.93	(1,548)
A12	7.59	(1,316)	7.94	(1,376)	8.32	(1,442)	8.71	(1,510)	9.15	(1,586)
A13	7.75	(1,343)	8.13	(1,409)	8.52	(1,477)	8.92	(1,546)	9.37	(1,624)
A14	7.94	(1,376)	8.32	(1,442)	8.71	(1,510)	9.15	(1,586)	9.60	(1,664)
A15	8.13	(1,409)	8.52	(1,477)	8.92	(1,546)	9.37	(1,624)	9.82	(1,702)
A16	8.32	(1,442)	8.71	(1,510)	9.17	(1,589)	9.63	(1,669)	10.11	(1,752)
A17	8.52	(1,477)	8.92	(1,546)	9.37	(1,624)	9.83	(1,704)	10.31	(1,787)
A18	8.71	(1,510)	9.17	(1,589)	9.60	(1,664)	10.07	(1,745)	10.55	(1,829)
A19	8.92	(1,546)	9.37	(1,624)	9.82	(1,702)	10.29	(1,784)	10.78	(1,869)
A20	9.17	(1,589)	9.60	(1,664)	10.07	(1,745)	10.54	(1,827)	11.05	(1,915)
A21	9.37	(1,624)	9.82	(1,702)	10.29	(1,784)	10.78	(1,869)	11.32	(1,962)
A22	9.60	(1,664)	10.07	(1,745)	10.54	(1,827)	11.07	(1,919)	11.61	(2,012)
A23	9.82	(1,702)	10.29	(1,784)	10.78	(1,869)	11.30	(1,959)	11.85	(2,054)
A24	10.07	(1,745)	10.54	(1,827)	11.04	(1,914)	11.58	(2,007)	12.15	(2,106)
A25	10.29	(1,784)	10.78	(1,869)	11.30	(1,959)	11.85	(2,054)	12.44	(2,156)
A26	10.54	(1,827)	11.04	(1,914)	11.58	(2,007)	12.15	(2,106)	12.74	(2,208)
A27	10.78	(1,869)	11.30	(1,959)	11.85	(2,054)	12.46	(2,160)	13.08	(2,267)
A28	11.04	(1,914)	11.58	(2,007)	12.15	(2,106)	12.74	(2,208)	13.38	(2,319)
A29	11.30	(1,959)	11.85	(2,054)	12.44	(2,156)	13.05	(2,262)	13.70	(2,375)
A30	11.58	(2,007)	12.15	(2,106)	12.74	(2,208)	13.38	(2,319)	14.02	(2,430)
A31	11.85	(2,054)	12.44	(2,156)	13.05	(2,262)	13.70	(2,375)	14.38	(2,493)
A32	12.15	(2,106)	12.74	(2,208)	13.38	(2,319)	14.02	(2,430)	14.72	(2,551)
A33	12.44	(2,156)	13.05	(2,262)	13.70	(2,375)	14.38	(2,493)	15.07	(2,612)
A34	12.74	(2,208)	13.38	(2,319)	14.02	(2,430)	14.72	(2,551)	15.43	(2,675)
A35	13.05	(2,262)	13.70	(2,375)	14.38	(2,493)	15.07	(2,612)	15.82	(2,742)
A36	13.38	(2,319)	14.02	(2,430)	14.72	(2,551)	15.43	(2,675)	16.21	(2,810)
A37	13.70	(2,375)	14.38	(2,493)	15.07	(2,612)	15.82	(2,742)	16.58	(2,874)
A38	14.02	(2,430)	14.72	(2,551)	15.43	(2,675)	16.21	(2,810)	16.98	(2,943)
A39	14.38	(2,493)	15.07	(2,612)	15.82	(2,742)	16.56	(2,870)	17.41	(3,018)
A40	14.72	(2,551)	15.43	(2,675)	16.21	(2,810)	16.98	(2,943)	17.85	(3,094)
A41	15.07	(2,612)	15.82	(2,742)	16.56	(2,870)	17.41	(3,018)	18.27	(3,167)
A42	15.43	(2,675)	16.21	(2,810)	16.98	(2,943)	17.85	(3,094)	18.67	(3,236)
A43	15.82	(2,742)	16.56	(2,870)	17.41	(3,018)	18.27	(3,167)	19.13	(3,316)
A44	16.21	(2,810)	16.98	(2,943)	17.85	(3,094)	18.69	(3,240)	19.62	(3,401)
A45	16.56	(2,870)	17.41	(3,018)	18.27	(3,167)	19.13	(3,316)	20.08	(3,481)
A46	16.98	(2,943)	17.85	(3,094)	18.67	(3,236)	19.60	(3,397)	20.56	(3,564)

APPENDIX B**Stanford University TMS Bargaining Unit
Salary Range Structure****(Effective 9/1/86 through 8/31/87)**

Range Number	Step 1		Step 2		Step 3		Step 4		Step 5	
	Hour	(Month)	Hour	(Month)	Hour	(Month)	Hour	(Month)	Hour	(Month)
A08	7.19	(1,246)	7.52	(1,303)	7.89	(1,368)	8.28	(1,435)	8.68	(1,505)
A09	7.34	(1,272)	7.71	(1,336)	8.06	(1,397)	8.46	(1,466)	8.86	(1,536)
A10	7.52	(1,303)	7.89	(1,368)	8.26	(1,432)	8.66	(1,501)	9.09	(1,576)
A11	7.71	(1,336)	8.06	(1,397)	8.46	(1,466)	8.86	(1,536)	9.29	(1,610)
A12	7.89	(1,368)	8.26	(1,432)	8.65	(1,499)	9.06	(1,570)	9.52	(1,650)
A13	8.06	(1,397)	8.46	(1,466)	8.86	(1,536)	9.28	(1,609)	9.74	(1,688)
A14	8.26	(1,432)	8.65	(1,499)	9.06	(1,570)	9.52	(1,650)	9.98	(1,730)
A15	8.46	(1,466)	8.86	(1,536)	9.28	(1,609)	9.74	(1,688)	10.21	(1,770)
A16	8.65	(1,499)	9.06	(1,570)	9.54	(1,654)	10.02	(1,737)	10.51	(1,822)
A17	8.86	(1,536)	9.28	(1,609)	9.74	(1,688)	10.22	(1,771)	10.72	(1,858)
A18	9.06	(1,570)	9.54	(1,654)	9.98	(1,730)	10.47	(1,815)	10.97	(1,901)
A19	9.28	(1,609)	9.74	(1,688)	10.21	(1,770)	10.70	(1,855)	11.21	(1,943)
A20	9.54	(1,654)	9.98	(1,730)	10.47	(1,815)	10.96	(1,900)	11.49	(1,992)
A21	9.74	(1,688)	10.21	(1,770)	10.70	(1,855)	11.21	(1,943)	11.77	(2,040)
A22	9.98	(1,730)	10.47	(1,815)	10.96	(1,900)	11.51	(1,995)	12.07	(2,092)
A23	10.21	(1,770)	10.70	(1,855)	11.21	(1,943)	11.75	(2,037)	12.32	(2,135)
A24	10.47	(1,815)	10.96	(1,900)	11.48	(1,990)	12.04	(2,087)	12.64	(2,191)
A25	10.70	(1,855)	11.21	(1,943)	11.75	(2,037)	12.32	(2,135)	12.94	(2,243)
A26	10.96	(1,900)	11.48	(1,990)	12.04	(2,087)	12.64	(2,191)	13.25	(2,297)
A27	11.21	(1,943)	11.75	(2,037)	12.32	(2,135)	12.96	(2,246)	13.60	(2,357)
A28	11.48	(1,990)	12.04	(2,087)	12.64	(2,191)	13.25	(2,297)	13.92	(2,413)
A29	11.75	(2,037)	12.32	(2,135)	12.94	(2,243)	13.57	(2,352)	14.25	(2,470)
A30	12.04	(2,087)	12.64	(2,191)	13.25	(2,297)	13.92	(2,413)	14.58	(2,527)
A31	12.32	(2,135)	12.94	(2,243)	13.57	(2,352)	14.25	(2,470)	14.96	(2,593)
A32	12.64	(2,191)	13.25	(2,297)	13.92	(2,413)	14.58	(2,527)	15.31	(2,654)
A33	12.94	(2,243)	13.57	(2,352)	14.25	(2,470)	14.96	(2,593)	15.67	(2,716)
A34	13.25	(2,297)	13.92	(2,413)	14.58	(2,527)	15.31	(2,654)	16.05	(2,782)
A35	13.57	(2,352)	14.25	(2,470)	14.96	(2,593)	15.67	(2,716)	16.45	(2,851)
A36	13.92	(2,413)	14.58	(2,527)	15.31	(2,654)	16.05	(2,782)	16.86	(2,922)
A37	14.25	(2,470)	14.96	(2,593)	15.67	(2,716)	16.45	(2,851)	17.24	(2,988)
A38	14.58	(2,527)	15.31	(2,654)	16.05	(2,782)	16.86	(2,922)	17.66	(3,061)
A39	14.96	(2,593)	15.67	(2,716)	16.45	(2,851)	17.22	(2,985)	18.11	(3,139)
A40	15.31	(2,654)	16.05	(2,782)	16.86	(2,922)	17.66	(3,061)	18.56	(3,217)
A41	15.67	(2,716)	16.45	(2,851)	17.22	(2,985)	18.11	(3,139)	19.00	(3,293)
A42	16.05	(2,782)	16.86	(2,922)	17.66	(3,061)	18.56	(3,217)	19.42	(3,366)
A43	16.45	(2,851)	17.22	(2,985)	18.11	(3,139)	19.00	(3,293)	19.90	(3,449)
A44	16.86	(2,922)	17.66	(3,061)	18.56	(3,217)	19.44	(3,370)	20.40	(3,536)
A45	17.22	(2,985)	18.11	(3,139)	19.00	(3,293)	19.90	(3,449)	20.88	(3,619)
A46	17.66	(3,061)	18.56	(3,217)	19.42	(3,366)	20.38	(3,532)	21.38	(3,706)

APPENDIX B

Stanford University TMS Bargaining Unit
Salary Range Structure

(Effective 9/1/87 through 8/31/88)

Range Number	Step 1		Step 2		Step 3		Step 4		Step 5	
	Hour	(Month)	Hour	(Month)	Hour	(Month)	Hour	(Month)	Hour	(Month)
A08	7.51	(1,302)	7.86	(1,362)	8.25	(1,430)	8.65	(1,499)	9.07	(1,572)
A09	7.67	(1,329)	8.06	(1,397)	8.42	(1,459)	8.84	(1,532)	9.26	(1,605)
A10	7.86	(1,362)	8.25	(1,430)	8.63	(1,496)	9.05	(1,569)	9.50	(1,647)
A11	8.06	(1,397)	8.42	(1,459)	8.84	(1,532)	9.26	(1,605)	9.71	(1,683)
A12	8.25	(1,430)	8.63	(1,496)	9.04	(1,567)	9.47	(1,641)	9.95	(1,725)
A13	8.42	(1,459)	8.84	(1,532)	9.26	(1,605)	9.70	(1,681)	10.18	(1,765)
A14	8.63	(1,496)	9.04	(1,567)	9.47	(1,641)	9.95	(1,725)	10.43	(1,808)
A15	8.84	(1,532)	9.26	(1,605)	9.70	(1,681)	10.18	(1,765)	10.67	(1,849)
A16	9.04	(1,567)	9.47	(1,641)	9.97	(1,728)	10.47	(1,815)	10.98	(1,903)
A17	9.26	(1,605)	9.70	(1,681)	10.18	(1,765)	10.68	(1,851)	11.20	(1,941)
A18	9.47	(1,641)	9.97	(1,728)	10.43	(1,808)	10.94	(1,896)	11.46	(1,986)
A19	9.70	(1,681)	10.18	(1,765)	10.67	(1,849)	11.18	(1,938)	11.71	(2,030)
A20	9.97	(1,728)	10.43	(1,808)	10.94	(1,896)	11.45	(1,985)	12.01	(2,082)
A21	10.18	(1,765)	10.67	(1,849)	11.18	(1,938)	11.71	(2,030)	12.30	(2,132)
A22	10.43	(1,808)	10.94	(1,896)	11.45	(1,985)	12.03	(2,085)	12.61	(2,186)
A23	10.67	(1,849)	11.18	(1,938)	11.71	(2,030)	12.28	(2,129)	12.87	(2,231)
A24	10.94	(1,896)	11.45	(1,985)	12.00	(2,080)	12.58	(2,181)	13.21	(2,290)
A25	11.18	(1,938)	11.71	(2,030)	12.28	(2,129)	12.87	(2,231)	13.52	(2,343)
A26	11.45	(1,985)	12.00	(2,080)	12.58	(2,181)	13.21	(2,290)	13.85	(2,401)
A27	11.71	(2,030)	12.28	(2,129)	12.87	(2,231)	13.54	(2,347)	14.21	(2,463)
A28	12.00	(2,080)	12.58	(2,181)	13.21	(2,290)	13.85	(2,401)	14.55	(2,522)
A29	12.28	(2,129)	12.87	(2,231)	13.52	(2,343)	14.18	(2,458)	14.89	(2,581)
A30	12.58	(2,184)	13.21	(2,290)	13.85	(2,401)	14.55	(2,522)	15.24	(2,642)
A31	12.87	(2,231)	13.52	(2,343)	14.18	(2,458)	14.89	(2,581)	15.63	(2,709)
A32	13.21	(2,290)	13.85	(2,401)	14.55	(2,522)	15.24	(2,642)	16.00	(2,773)
A33	13.52	(2,343)	14.18	(2,458)	14.89	(2,581)	15.63	(2,709)	16.38	(2,839)
A34	13.85	(2,401)	14.55	(2,522)	15.24	(2,642)	16.00	(2,773)	16.77	(2,907)
A35	14.18	(2,458)	14.89	(2,581)	15.63	(2,709)	16.38	(2,839)	17.19	(2,980)
A36	14.55	(2,522)	15.24	(2,642)	16.00	(2,773)	16.77	(2,907)	17.62	(3,054)
A37	14.89	(2,581)	15.63	(2,709)	16.38	(2,839)	17.19	(2,980)	18.02	(3,123)
A38	15.24	(2,642)	16.00	(2,773)	16.77	(2,907)	17.62	(3,054)	18.45	(3,198)
A39	15.63	(2,709)	16.38	(2,839)	17.19	(2,980)	17.99	(3,118)	18.92	(3,279)
A40	16.00	(2,773)	16.77	(2,907)	17.62	(3,054)	18.45	(3,198)	19.40	(3,363)
A41	16.38	(2,839)	17.19	(2,980)	17.99	(3,118)	18.92	(3,279)	19.86	(3,442)
A42	16.77	(2,907)	17.62	(3,054)	18.45	(3,198)	19.40	(3,363)	20.29	(3,517)
A43	17.19	(2,980)	17.99	(3,118)	18.92	(3,279)	19.86	(3,442)	20.80	(3,605)
A44	17.62	(3,054)	18.45	(3,198)	19.40	(3,363)	20.31	(3,520)	21.32	(3,695)
A45	17.99	(3,118)	18.92	(3,279)	19.86	(3,442)	20.80	(3,605)	21.82	(3,782)
A46	18.45	(3,198)	19.40	(3,363)	20.29	(3,517)	21.30	(3,692)	22.34	(3,872)

APPENDIX C
LIST OF WRITTEN TMS BARGAINING UNIT
CLASSIFICATION SPECIFICATIONS

JCC CLASSIFICATION TITLE

1728 Portal Monitor

1814 Conservation Technician I
1816 Conservation Technician II
1818 Conservation Technician III

1866 Museum Buildings and Installation Specialist

2772 Business Equipment Operator I
2780 Business Equipment Operator II

2814 PBX Operator

2882 Plant Services Dispatcher I
2890 Plant Services Dispatcher II

2900 Telecommunications Attendant I
2908 Telecommunications Attendant II
2916 Telecommunications Attendant III

3522 Bindery Technician I
3530 Bindery Technician II
3538 Bindery Technician III

3564 Microfilm Machine Operator I
3572 Microfilm Machine Operator II
3580 Microfilm Machine Operator III

3606 Mailing Machine Operator I
3614 Mailing Machine Operator II
3622 Mailing Machine Operator III

3648 Lithographic Platemaker I
3656 Lithographic Platemaker II
3658 Lithographic Platemaker III

3664 Reprographics Technician I
3666 Reprographics Technician II
3668 Reprographics Technician III
3670 Reprographics Technician IV

3682 Offset Press Operator I
3690 Offset Press Operator II
3698 Offset Press Operator III
3700 Offset Press Operator IV

3782 Graphics Technician I
3790 Graphics Technician II
3798 Graphics Technician III
3806 Graphics Technician IV

3802 Graphics Technician III Leader
3810 Graphics Technician Specialist

3858 Photographer Trainee
3866 Photographer I

3906 Photographic Technician Trainee
3914 Photographic Technician I
3922 Photographic Technician II
3926 Photographic Technician III
3930 Photographic Technician Specialist

3998 Audio-Visual Operator

4034 TV Master Control Operator

5250 Senior Data Entry Operator
5258 Data Entry Operator Leader

5340 Production Control Clerk
5348 Senior Production Control Clerk

5360 Dispatcher

5434 Scanner
5438 Scanner Leader

JCC CLASSIFICATION TITLE

5638 Life Science Technician I
5644 Life Science Technician II
5652 Life Science Technician III
5660 Life Science Technician IV

5678-5694 Life Science Technician Group Leader II-IV

5728 Tissue Technician I
5736 Tissue Technician II
5744 Tissue Technician III

5778 Laboratory Glassware Washer
5782 Laboratory Glassware Washer Leader
5786 Laboratory Assistant I
5794 Laboratory Assistant II
5802 Laboratory Assistant III

5835 Animal Care Assistant I
5844 Animal Care Assistant II
5852 Animal Care Assistant III
5854 Animal Care Assistant IV

5878 Autopsy Room Attendant I
5886 Autopsy Room Attendant II

6484 Laboratory Mechanician II
6492 Laboratory Mechanician III
6496 Laboratory Mechanician III Leader

6550 Laboratory Welder II
6554 Laboratory Welder III

6596-6696 Scientific & Engineering Technician
Senior Scientific & Engineering Technician
Principal Scientific & Engineering Technician

6720 Accelerator Systems Operator
6728 Principal Accelerator Systems Operator

6748 Installation Technician
6754 Principal Installation Technician

6774 Electronic Prototype Fabricator
6780 Principal Electronic Prototype Fabricator
6782 Electronic Fabricator Inspector

7074 Storekeeper I
7082 Storekeeper II
7090 Storekeeper III

7132 Receiver/Shipper/Furniture Assembler
7133 Receiver/Shipper/Furniture Assembler Specialist
7134 Receiver/Shipper/Furniture Assembler Leader

7158 Deliverer I
7166 Deliverer II

7224 Athletic Equipment Keeper I
7232 Athletic Equipment Keeper II

7258 Property Control Assistant
7262 Property Control Assistant Leader

7300 Food Service Worker I
7308 Food Service Worker II
7316 Food Service Worker III
7324 Food Service Worker IV
7332 Food Service Worker V

7654 Custodian
7642 Custodian Leader
7657 Project Crew Custodian

7668 Maintenance Coordinator I
7676 Maintenance Coordinator II

Trades and Crafts Leader

7728 Maintenance Person I
7736 Maintenance Person II
7744 Maintenance Person III
7752 Maintenance Person IV
7794 Maintenance Person II (Premium)
7802 Maintenance Person III (Premium)

7842	Athletics Groundskeeper	8296	Maintenance Mechanic, Research Facilities
7868	Relamper	8304	Maintenance Mechanic Spec., Research Facilities
7886	Laborer	8330	Utilities Mechanic, Research Facilities
7936	Groundskeeper	8338	Utilities Mechanic Spec., Research Facilities
7944	Gardener	8350	Precision Surveyor Aide
7952	Grounds Leader	8352	Precision Surveyor
7994	Grounds Equipment Operator I	8355	Principal Precision Surveyor
8002	Grounds Equipment Operator II	8354	Precision Surveyor Leader
8020	Greenskeeper	8364	Electrician, Maintenance
8024	Greenskeeper Leader	8372	Electrician, Specialist
8038	Pest Controller I	8398	Plumber, Sewers & Water Mains
8046	Pest Controller II	8406	Plumber, Maintenance
8064	Sprinkler Systems Specialist I	8414	Plumber, Specialist
8072	Sprinkler Systems Specialist II	8440	Steamfitter, Maintenance
8090	Tree Specialist I	8481	Roofer, Maintenance
8098	Tree Specialist II	8492	Auto & Equipment Mechanic, Maintenance
8106	Tree Specialist III	8500	Auto & Equipment Mechanic, Specialist
8124	Water System Technician	8526	Service Station Operator I
8142	Carpenter, Stage	8552	Machinist, Maintenance
8150	Carpenter, Maintenance & Museum	8586	Heat., Vent. & A.C. Mechanic, Maintenance
8158	Carpenter, Specialist (Cabinetmaker)	8606	Building Systems Technician
8184	Locksmith, Maintenance	8620	Rigger, Maintenance
8192	Locksmith, Master	8646	Stationary Engineer
8210	Painter, Maintenance	8662	Central Plant Mechanic I
8218	Painter, Specialist	8668	Central Plant Mechanic II
8244	Stonemason, Maintenance	8782	Radiation Gate Guard
8247	Utilities Instrument Technician	8790	Radiation Gate Guard Leader
8248	Utilities Instrument Technician Specialist		
8251	Instrument Mechanic, Research Facilities		
8252	Instrument Mechanic Specialist, Research Facilities		