

ARTICLE 10
Bargaining Unit Members' Rights and Responsibilities

10.1 Prohibited Work

- a. A Bargaining Unit Member shall not knowingly perform any work in violation of applicable federal, state, or local laws.
- b. The University will not knowingly require any Bargaining Unit Member to perform work in violation of any applicable federal, state, or local laws.

10.2 Licenses

a. License Requirements

1. Bargaining Unit Members in a skilled trade or craft shall acquire all licenses and certificates the University determines necessary to accomplish the essential functions of their position, at the Bargaining Unit Member's expense. The cost of renewing licenses and certificates required by the University shall be borne by the University.

Bargaining Unit Members who are required by the University to hold a license or certificates, which require continuing education for renewal or maintenance of a license or certificate, shall submit a training request form to their supervisor. Upon approval by the supervisor the Bargaining Unit Member shall receive paid time off and tuition expenses necessary to satisfy these requirements.

2. Bargaining Unit Members in a skilled trade or craft, who are required and/or utilize as directed by the University to have a license or certification beyond that required by the skilled trade or craft, shall acquire and maintain all such licenses and certificates at the University's expense.

Utilization of license or certification for single instances or emergency situations is exempt from this provision.

3. Bargaining Unit Members, not in a skilled trade or craft, who are required or directed by the University to hold a license or certificate (with the exception of a standard driver's license), shall acquire and maintain all such licenses and certificates at the University's expense. Bargaining Unit Members, not in a skilled trade or craft, who utilize licenses or certificates not required by the University as directed shall have all such licenses/certificates maintained at University expense.

Utilization of license or certification for single instances or emergency situations are exempt from this provision.

4. Bargaining Unit Members who are required to obtain a new license or certification shall acquire and maintain all such licenses and certificates at the University's expense.
5. Bargaining Unit Members who are required by the University to hold a license or certificates which require continuing education shall receive paid time off and tuition expenses necessary to satisfy those requirements.
6. Bargaining Unit members who are required by the University to hold a license or certificate which requires a physical examination shall have such exam furnished by the University.
7. A Bargaining Unit Member who holds a license or certificate in a skilled trade or craft shall not be required to perform work requiring such license or certification if possession of such a license or certification is not a requirement of the position or the classification.

b. Loss of License(s)

1. If a Bargaining Unit Member temporarily loses a required license or certificate through their negligence or inaction, the Bargaining Unit Member may be suspended without pay for a period up to ninety (90) days or until they regain the required license or certificate. Except in extenuating circumstances, failure to re-obtain a required license or certificate in accordance with this section shall constitute grounds for administrative termination.
2. Any loss of a required license, whether temporary or permanent, shall be immediately reported to the University. Failure to report loss of a required license in accordance with this provision will be grounds for discipline up to and including termination.

c. Driver License Review

1. Bargaining Unit Members shall provide written authorization to the Associate Vice Chancellor or his/her designee for an annual driver twelve-month (12) review. The purpose of this review is to ensure that the employee has had a current valid driver's license for the past twelve (12) months. The University will pay all

associated costs for obtaining the copy from the Department of Motor Vehicles.

2. Bargaining Unit Members required by the University to hold a commercial drivers license (CDL) shall provide written authorization to the Associate Vice Chancellor or his/her designee for at least an annual driver twelve (12) month review. The University will pay all associated costs for obtaining the copy from the Department of Motor Vehicles.

10.3 Indemnification and Property Protection

- a. The University will defend, indemnify and hold harmless Bargaining Unit Members from any and all liability or damage arising out of acts on behalf of the University done within the course and scope of duty.
- b. Stolen or damaged property:
 1. Bargaining Unit Members shall be responsible for stolen, lost, misused, abused, or damaged property when there is evidence of a negligent or deliberate act. Bargaining Unit Members shall report stolen, lost, misused, abused or damaged property to their supervisor. This shall include University issued credit cards or any other procurement authority.
 2. Bargaining Unit Members may use their own personal property. If their personal property is stolen, lost, misused, abused, or damaged while in use on behalf of the University, and there is no evidence indicating a negligent or deliberate act, the University shall repair or replace the personal property, if the use had been previously approved, in writing, by the University.
- c. Upon termination the Bargaining Unit Member shall return all University property which was signed for (e.g., tools, equipment, clothing, keys) prior to receiving a final check. Failure to do so will result in the final check being offset by the full value of the material not returned.

10.4 Bargaining Unit Vacancies

In recognition of merit and career service, the parties agree that it is their mutual intent that vacant or newly established positions in the bargaining unit be filled by Bargaining Unit Members pursuant to the terms provided in this Section.

The following shall supplement the University's hiring procedure for filling positions in the bargaining unit.

- a. If Bargaining Unit Members meet the minimum qualifications for the position and they apply for the vacancy prior to the closing date at the MAU personnel office, they shall be given priority consideration and an opportunity to interview for the position.
- b. Bargaining unit vacancies shall be posted internally for a minimum of five (5) work days. Exceptions may be made based on documented lack of availability of qualified applicants in the bargaining unit, or the unexpected vacancy of a critical position. The custodial classification is excluded from this provision. The University's vacancy announcements for positions in the bargaining unit shall be posted at the MAU personnel office and at other locations where vacancy announcements are currently posted and be transmitted to the local union field office simultaneously to the posting. Bargaining Unit Members wishing to be considered for transfer to another campus shall notify the local Union field office and will be notified by the field office of vacancies at the campus designated in the announcement. It shall be the responsibility of the Bargaining Unit Member to apply for the transfer in accordance with the University's policies.
- c. Bargaining Unit Members who applied and were interviewed but not selected for a bargaining unit vacancy shall be provided written explanation of non-selection, including the University's basis for non-selection.
- d. Bargaining Unit Members who applied and were not deemed to be qualified for a bargaining unit vacancy shall be provided written explanation of nonqualification, including the University's basis for this determination.
- e. A Bargaining Unit Member who takes a vacant bargaining unit position shall serve a thirty (30) day review period. Bargaining Unit Members who are unable to successfully perform the essential functions of the position during the review period will be returned to their former position, classification and step.

10.5 University Notification

To be eligible for rehire, each Bargaining Unit Member shall give the University two (2) weeks notice before leaving employment, unless mutually agreed beforehand between the University and Local 6070.