



Tentative Agreement Summary UC Davis Skilled Trades K3 Bargaining Unit

WAGES AND AWARDS

- \$3,000 lump sum payment upon ratification
- Guarantees 25.2% Compounded wage increase by July 2027 for most employees and an additional 2%-8% raise for those on Steps 1-4 who will move to Step 5 retroactive to July 1, 2022.
 - **July 1, 2022:** 6% ATB + Step increase(s) to employees on Step 1, Step 2, Step 3, and Step 4. Thereby moving those employees to Step 5 and eliminating Steps 1-4. Salary step schedule reduced from 15 Steps to 11 Steps.
 - **July 1, 2023:** 3% ATB plus one Step increase (2%) and Step 1 will be eliminated. Salary step schedule reduced from 11 Steps to 10 Steps.
 - **July 1, 2024:** 4% ATB
 - **July 1, 2025:** 4% ATB
 - **July 1, 2026:** 4% ATB
- Ensures that bargaining unit members are eligible for campus staff recognition awards.
- Trade Lead Classifications shall be paid at a rate 7.5% higher than the highest paid current employee in that department.
- Hazardous Duty Differential of \$2.50 per hour for actual hours spent in asbestos, lead, mercury abatement.
- Ensures that bargaining unit employees are eligible for equity salary reviews and salary increases.

SHIFT DIFFERENTIAL

- Shift pay differentials improved (\$2.50/hr. Swing Shift; \$3.25/hr. Graveyard; \$1.75 Weekend Differential)

RECOGNITION

- Codifies Teamsters Local 2010 as the exclusive representative of the Skilled Trades K3 bargaining unit.



DURATION

- 3-Year Contract Term Expires September 30, 2026

HOURS OF WORK

- Codifies the number of calendar days that management must give prior notice of any change to existing work schedules to thirty days.
- Codifies that there shall be no rotating shifts except at Medical Center Plant or on a temporary basis to fill active recruitment vacancies.
- When positions are vacated, shop seniority shall be used to re-bid the vacancy first.
- Codifies alternate work schedules to include the 4/10, 4/12, and 9/80 work schedules. Requests for alternate work schedules shall not be unreasonably denied.
- Allows rest periods to be added to the meal period with supervisor approval.
- If the University requires an employee to change at the work site, a reasonable amount of time shall be allowed not to exceed (10) minutes.
- Specifies that Call-Back Time be paid when an employee is ordered back to work after completing a shift and leaving the premises or when prior notice is given but the work begins at least three hour after the completion of the regular work schedule. An employee called back shall receive credit for a minimum of four hours.
- Call back shall be paid at the rate of one and one-half times the regular rate of pay.
- On-Call Rate Increased to 25% of base pay rate and employee who is called to work shall receive credit for a minimum of four hours of overtime at the rate of one and one-half (1-1/2) times the regular hourly rate.
- Specifies that employees be paid in increments of a minimum of one hour of their hourly rate when contacted off work hours to provide telephone or virtual remote support for the initial call. The employee shall be paid for actual time worked if it exceeds one hour. Employees contacted on multiple occasions during a day, with the exception of multiple contacts within the same hour, will be paid a minimum of one hour of pay per occurrence.

OVERTIME

- Codifies that overtime shall be paid at the rate of 1 ½ times the regular rate of pay for hours worked in excess of 8 hours in one day or 40 hours in one week.



For those with an alternate work schedule, for example, 4/10 shall be paid overtime after 10 hours in one day or 40 hours in one week.

- CTO, vacation leave, holidays, jury or witness duty shall not circumvent eligibility for overtime.
- Overtime meal allowance of \$20.00 when an employee is required to extend their regular shift more than three hours.
- Planned overtime shall be offered in order of seniority in a classification in a shop.
- Any overtime that is not contiguous to an employee's normal schedule shall be a minimum of three hours.
- When an employee is required to work through or interrupt lunch due to operational needs, that an employee shall be paid overtime rate or allowed a lunch period as soon as operational need allows.
- Provides for a penalty for missed breaks or lunch. If an employee is required to miss a meal or rest break, that employee shall receive one-hour of pay at the overtime rate in addition to an employee's regular rate of pay.
- Compensatory time may be accrued at the employee's option at a maximum rate of 240 hours in any calendar year. Banked time off which is not paid or scheduled with the bank period (January 1-June 30; July 1 – December 31) in which it is earned or the banked period following that in which it is earned shall be paid in the next regularly scheduled pay period. Employees may request to be paid out on the first pay date in June or the first pay date in December of each year.

PERFORMANCE EVALUATION

- Provides for a grievance procedure for a performance evaluation with an overall rating of less than satisfactory.
- Provides the employee five days to review the draft evaluation.
- Specifies that employees who do not receive an evaluation and it has been at least a year, shall be deemed satisfactory.
- Specifies that completion of a self-evaluation is voluntary, and that the employee's supervisor will meet with the employee prior to finalizing the performance evaluation.
- Codifies the right to provide a written rebuttal to their evaluation and to have the rebuttal attached and placed in the performance evaluation.



PROBATIONARY PERIOD

- Codifies a six-month probationary period for career employees and limited (casual) employees who have served under the same shop and supervisor and are hired into a career position.

POSITIONS AND APPOINTMENTS

- Limited appointments shall not normally be hired instead of career employees.
- Limited appointment employees who attain 1,000 hours of qualifying service within a rolling 12-month period without a break in service of at least 120 consecutive days will convert to career status.
- The University agrees to meet with the Union to discuss the role of the lead position, job requirements, and the number of lead positions.

PROMOTIONS AND TRANSFERS

- Requires vacancies and promotional opportunities for the K3 bargaining unit to be posted for a minimum of two weeks.
- The University will conduct an open bid among qualified bargaining unit employees in the department with the vacancy to all qualified employees to transfer to shift, days off, or location of the open vacant position prior to posting the position for open recruitment.
- Promotions and lateral transfers will be done by bargaining unit seniority in those cases when qualifications are essentially equal.
- The University may seek the input of bargaining unit employees from the trade being recruited and may include bargaining unit employees on the interview panel.
- Provides for paid time off for job interviews at UC Davis.

HOLIDAYS

- Maintains 14 University Paid Holidays.
- When an employee works on an observed holiday, or New Years Day or Christmas Day when they fall on a different day than the observed holiday, they shall be paid at one and one-half times their regular rate of pay. In addition, they will receive 8 hours of holiday pay or may elect to bank 8 hours of CTO.
- An employee whose regular day off falls on an observed holiday shall be paid 8 hours of holiday pay.



SICK LEAVE

- Maintains sick leave accrual rate at .046154 hours per hour.
- Provides that 30 days of sick leave per calendar year may be used for care (not designated as FML) for the employee's mother, father, domestic partner, spouse, children, brother, sister, grandparent, grandchildren, in laws, step relatives, or any other person residing in the employee's household.
- Employer may require a doctor's note when absences exceed three consecutive days.
- Sick leave shall be transferred when employee changes University positions or is reemployed after a break in service of less than 15 calendar days. An employee with a break in service of more than 15 days and less than six months shall have 80 hours reinstated. State of California service is included as University service.
- Upon retirement, sick leave shall be converted to retirement service credit in accordance with the UCRS plan.
- Maintains ability to participate in Catastrophic Illness/Injury Program.
- Side Letter: Medical Center Employees will have their PTO converted to sick and vacation time within 30 days of ratification. Sick Time and Extended Sick Time will be converted to sick time.

VACATION

- Vacation accrual rates:
 - 1. At the rate of .057692 hours per hour for an employee who has rendered less than ten (10) years of qualifying service;
 - 2. At the rate of .069231 hours per hour for an employee who has rendered at least ten (10) but less than fifteen (15) years of qualifying service;
 - 3. At the rate of .080769 hours per hour for an employee who has rendered at least fifteen (15) but less than twenty (20) years of qualifying service; and,
 - 4. At the rate of .092308 hours per hour for an employee who has rendered twenty (20) years or more of qualifying service.
- Vacation pay rate shall include any shift or weekend shift differentials.
- Management shall approve or disapprove vacation requests within five business days and shall not unreasonably deny vacation requests. Vacation requests may be submitted up to 12 months in advance.
- Vacation may be requested for personal emergencies.



- Vacation must be requested prior to reaching the maximum accrual. If an employee's request is denied the employee shall have an additional four months to bring the maximum accrual rate down and shall continue to accrue vacation during the four-month period.
- Side Letter: Medical Center Employees will have their PTO converted to sick and vacation time within 30 days of ratification. Paid Time off will be converted to Vacation. Any unit employees whose accrual rate is above 80% of the maximum accrual rate allowed at the time of ratification, shall receive a lump sum payout within 60 days of ratification to reduce their accrual to 80% of what is allowed.

BEREAVEMENT LEAVE

- Provides that 80 hours of Sick Leave may be used due to the death of the employee's mother, father, spouse, domestic partner, child, siblings, grandparents, in laws or any other person for whom the employee has a personal obligation who resided in the employee's household.
- Provides that 40 hours of sick leave per calendar year may be used for the death of anyone who is not a member of the household. Vacation or CTO may be used instead of Sick Leave.

WORK-INCURRED INJURY AND ILLNESS

- Clarifies the use of accrued sick leave, vacation, and extended sick leave for the injured worker.

MILITARY LEAVE

- Codifies protected leave provisions for temporary military leave and eligibility for pay and benefits during military leave.

LEAVES OF ABSENCE

- Codifies protected leave provisions for Family and Medical Leave (FML), Pregnancy Disability Leave (PDL), and California Family Rights Act (CFRA).
- Provides for Supplemental Family and Medical Leave for an additional 12 workweeks or until the end of the calendar year if the need for FML in progress continues past 12 workweeks.
- Provides for Paid Leaves of Absence for Jury Duty, Voting, certain Legal or Administrative hearings, University Functions and certain emergencies.



- Provides for unpaid leave for School Suspensions leave, School Activities Leave, Victims of Domestic Violence, Sexual Assault, or Stalking Leave, and Victims of Serious or Violent Felonies Leave.

CLASSIFICATION/RECLASSIFICATION

- Clarifies that employees should be assigned work consistent with their job description. Defines series concepts and classifications. Significant changes to duties and responsibilities are subject to negotiations with the Union.
- Provides a 120 days deadline for classification reviews conducted by HR Compensation. Union may request HR to conduct a classification review.

DISCIPLINE AND DISMISSAL

- Requires UC to provide progressive discipline before terminating an employee, except for severe misconduct.
- Requires Union Notification for discipline that exceeds a written warning, notice of intent to provide a suspension without pay for more than five days, disciplinary demotion or dismissal and for employees placed on investigatory leave.

CONTRACTING OUT

- Provides that the University will make reasonable efforts to perform unit work in-house.
- Provides that the University will provide a summary of subcontracted unit work which is not required to be contracted out.
- Allows Union stewards to attend regularly scheduled meetings with FM to discuss the status of subcontracting on campus or health.
- Ensures that bargaining unit employees shall not be demoted or laid off because of contracted out work unless required by legislation or UC policies.

BARGAINING UNIT WORK

- Provides language that protects bargaining unit work from being performed by non-unit employees.



GRIEVANCE PROCEDURE

- Grievance and Arbitration Procedures for contract enforcement for violations of the contract, protecting workers, rights, pay, and working conditions.

ARBITRATION PROCEDURE

- Binding hearing process through a third-party neutral for contract enforcement for violations of the contract, protecting workers, rights, pay, and working conditions.

UNIFORMS, TOOLS, & EQUIPMENT

- The University shall provide uniforms to all K3 employees. Laundering shall be the responsibility of the University.

NON-DISCRIMINATION

- Protected classifications and procedures for when discrimination claims arise including union affiliation.

PARKING

- Ensures a \$10 dollar cap per month (\$120 per year) on the University's ability to increase rates should the University increase rates for other employees at a higher rate.

MEDICAL SEPARATION

- Procedures for when medical separation issues arise including special reemployment procedures.
- Requires Union Notification for an intent to medically separate and for a medical separation.

REASONABLE ACCOMMODATION

- Outlines procedures for reasonable accommodations. Defines the interactive process.



UNION PAYROLL DEDUCTIONS

- Outlines procedures for deducting dues for union members.

UNIVERSITY BENEFITS

- Maintains guaranteed defined benefit pension plan for all current and future employees. UC will not increase the rate of employee contributions to UCRP during the term of the agreement.
- Maintains current medical plan options and benefit levels. Beginning in Calendar year 2023, increases in employee contribution rates for University health and welfare plans that exceed \$25 per month (up to an aggregate of \$300 per year) over the prior year for each year of the agreement for each coverage category will be paid by the University.
- Maintains and summarizes all health and welfare Programs including; other insurance, vision, dental, behavioral health and substance abuse benefits, supplemental health plans, pet insurance, adoption assistance, and family care resources.
- Outlines Disability Insurance Programs Offered.

APPRENTICESHIP PROGRAMS

- Establishes a joint apprenticeship program and apprentice wage rates between the University and the Union.
- The University and the Union shall to commence discussions to develop written apprenticeship standards within sixty days of ratification to be completed by the expiration of the agreement.
- For four-year apprenticeship programs, the wage structure shall be:
 - First six months: sixty percent (60% of the Step 1 pay rate)
 - Second six months: sixty-five percent (65% of the Step 1 pay rate)
 - Third six months: seventy percent (70% of the Step 1 pay rate)
 - Fourth six months: seventy-five percent (75% of the Step 1 pay rate)
 - Fifth six months: eighty percent (80% of the Step 1 pay rate)
 - Sixth six months: eighty-five percent (85% of the Step 1 pay rate)
 - Seventh six months: ninety percent (90% of the Step 1 pay rate)
 - Eighth six months: ninety-five percent (95% of the Step 1 pay rate)



LAYOFF AND REDUCTION IN TIME

- Procedures for layoff and reductions in time, notice, severance, selection, and when they may occur.

TRAINING AND DEVELOPMENT

- Provides paid release time for professional development of 40 hours per year. At the request of the employee, the University will permit paid time off to attend on site or offsite education/training for any University career related professional development.

PAY FOR FAMILY CARE AND BONDING

- Maintains Pay for Family Care and Bonding which is a 100% income replacement option for up to eight workweeks per calendar year for employees taking FML for parental bonding or to care for a family member.

PERSONNEL FILES

- Process and policies regarding storage of personnel information, what information is contained in a file, and the procedures for gaining access to files.
- Allows employees to request the removal of disciplinary letters and written records of performance issues after 18 months if there has not been other similar disciplinary actions within the period.

RESIGNATION AND JOB ABANDONMENT

- Procedures for resignations and job abandonment.
- Provides that a final paycheck will be provided to the employee on the day of separation with at least 72 hour notice of intention to quit.

JOINT HEALTH & SAFETY COMMITTEE

- Process for meeting on health and safety issues outside of the grievance.
- Establishes a joint Management and Labor Health and Safety Committee to meet 4 times per year and includes 5 bargaining unit employees designated by Teamsters.



HEALTH AND SAFETY

- Procedures for when health and safety issues arise, allowances for protective clothing, prescription/corrective lenses, and equipment.
- Requires the University to provide protective clothing and equipment.
- Provides that each employee who requires protective safety glasses to receive one pair per year at a maximum cost of \$225 unless departmental guidelines increase the amount.
- Increases reimbursement for protective shoes, inserts and laces to 2023 -\$230, 2024 -\$240 and 2025 -\$250 per year.

DEATH PAYMENTS

- Upon the death of an eligible employee, the University shall provide 1. a sum equal to the one month salary of the deceased to appropriate survivor; 2. Term life insurance of \$50,000; 3. UCRP basic death benefit.

LABOR MANAGEMENT RELATIONS

- Process for meeting to address work issues outside of the grievance.
- Establishes a joint Management and Labor Committee to meet 4 times per year and includes 4 bargaining unit employees designated by Teamsters.

UNION RIGHTS

- Codifies the right of union access to work locations, the provision of bulletin boards to share Union information, the right to use university facilities and university equipment to conduct Union business.
- Allows for 20 Union Stewards and no more than one steward per shop and shift and paid release time for certain steward activities such as processing grievances.
- Provides 10 days per steward of paid release time per calendar year for Union sponsored training.
- Provides for reasonable reimbursable leaves of absence for Union activities from one day to three years.
- Outlines process for Union participation in New Employee Orientations and provides paid release time for a steward to participate.



MANAGEMENT RIGHTS

- Provisions for Management rights.

NO STRIKE/ NO LOCKOUT

- Prohibits the University from lockouts and the Union from strikes while the contract is in force.

WAIVER

- Outlines that both parties waive the right to demand bargaining on any matter not dealt with in the contract and that the promises contained in that writing are part of the employment relationship.

SEVERABILITY

- Outlines that if any part of agreement is held invalid, the remainder or its application to other situations or persons shall not be affected.

EMPLOYEE PAYCHECK ERRORS

- The University will rectify any underpayments of the employee's pay by no later than the next on-cycle pay check. At the employee option, in the event of a paycheck error, the employee may elect to be paid by the Pay Card option on the same day or by local check.
- Overpayments: Upon request by the affected employee, the University will establish a reasonable and agreed upon repayment plan.
- The University shall notify in writing of affected employees of a court ordered garnishment of wages and the amount to be garnished prior to making any deductions.

RESPECT & FAIR TREATMENT

- University representatives shall treat members of the bargaining unit with dignity and respect in all interactions and vice versa.



TRAVEL REIMBURSEMENT

- Codifies that mileage and travel reimbursements shall be in accordance with applicable University policies and or procedures in the same manner as for the other staff employees in the University.