

for University

TA

11-17-2022

Terry and
Teamsters 2010
11-17-22

Union Proposal 1 June 9 2021 UC DAVIS K3 Teamsters Local 2010
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ARTICLE XX APPRENTICESHIP PROGRAM

A. Apprentices

1. The University and the Union shall establish a joint apprenticeship program between the parties. The University and Union agree that an apprenticeship program may offer added value and career development opportunities for bargaining unit members.
2. The University and Union agree to commence discussions to develop written apprenticeship standards for and a UC Davis apprenticeship program within sixty (60) days of the ratification of this Agreement, with the goal of completing the development of that program by the expiration of this Agreement. Once the apprenticeship program and standards are finalized they shall be attached to this agreement as a side letter to the Article.

~~For the purpose of assisting with the development of the UC Davis apprenticeship program, two bargaining unit members, not from same trade, will be eligible to be released for four (4) hours/month to share information and work with the University to develop the apprenticeship program standards. For the purpose of assisting with the development of the UC Davis apprenticeship program, two bargaining unit members, not from the same trade, will be eligible to be released for four (4) hours/month to share information and work with the University to develop the apprenticeship program standards. Once the apprenticeship standards are finalized they shall be attached to this Agreement as Appendix XX. The apprenticeship program will be implemented at the sole discretion of the University based upon operational need and the availability of funding. The University shall have the responsibility for the selection of an individual to fill apprenticeship positions. To assist in making such selections, the University may, from time to time, seek the input of bargaining unit employees from the trade being recruited or from bargaining unit employees who participate on interview panels, if any, and resources, and shall not be subject to the grievance or arbitration articles of this Agreement.~~

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3. Article XX, Performance Evaluation, shall have no application to apprentice employees.

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~~The parties agree that the words "work schedule(s)" wherever they appear in Article XX, Hours of Work, shall not include scheduled courses of related supplemental instruction except for any course of instruction which is given on a job site during work time.~~

Commented [TA5]: Covered in other sections for overtime and general provisions.

4. The parties agree that "overtime" as defined in Article XX, Overtime, shall not include time spent by apprentices in connection with any course of related or supplemental instruction except for any course of instruction given on a job site during work time.

~~5. The University shall retain its right to discipline apprentice employees, up to and including termination, when it determines, in its sole discretion, that a violation of this Contract or other University rules and regulations has occurred. Apprentices shall have access to the Grievance Procedure of the Agreement, Article XX, but shall not have access to the Arbitration Procedure, Article XX. Grievances that remain unresolved at Step 2 of the Grievance Procedure shall be forwarded to the appropriate JATC. If a majority of the JATC cannot reach a decision, the grievance shall be submitted to the Director of Labor Relations for the respective location for a final decision.~~

6. ~~If an apprentice chooses to withdraw from the program or fail to complete their requirements, their job classification and salary placement within that range will revert to what it was before they entered into this apprenticeship program. If the former position is no longer available, a comparable position in which the employee is qualified for will be found. This provision applies only if the employee previously held a K3 bargaining unit position immediately prior to entering the apprenticeship program.~~

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B. Joint Apprentice and Training Committee (JATC)

~~The University and the Union shall establish a Joint Apprentice and Training Committee (referred to hereinafter as the "JATC"). The JATC is hereby established to develop the apprenticeship program and standards, and monitor the administration thereof and supervise the enforcement of these standards. The JATC will consist of three (3) persons appointed by the University and three (3) crafts persons appointed by the Union, at least one of which will be from the affected craft. A University official and a non-employee Union representative may also participate on the committee. Subject matter experts may supplement committee members as needed by mutual agreement.~~

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C. -Wage Structure

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A craft apprentice shall be paid the following percentages of their respective craft wage rates as set forth in the UC Davis Skilled Crafts Agreement. Previous experience may accelerate Apprentices program and salary step step-placement. Current University employees shall not experience a loss of pay by participating in an apprenticeship program, unless expressly agreed to in writing by the University, Union, and employee. The University reserves the right to not select a current employee for an apprenticeship program based upon their current wage rate.

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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)

Upon completion of the program and approval by the JATC, an apprentice shall receive the Step 1 or higher respective journey-level rate of pay. At the sole discretion of the University, the University may provide a higher level rate of pay.

For apprenticeship programs of longer duration or shorter duration, the University and Union shall meet and confer on the appropriate wage structure.

D. General Provisions

1. Each apprentice shall be supervised by the craft superintendent/superintendent/supervisor and will work under the direction of a journey level craftsperson. A journey level craftsperson shall not oversee more than one apprentice at a time.
2. Time spent in classroom training shall not be considered to be hours worked and shall not be

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~~2. compensated by the University. Time spent in classroom training shall not be considered to be hours worked unless the class is offered during normal working hours.~~

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~~The University and Teamsters Local 2010 agree to share, in equal parts, the costs associated with tuition, books, or other training for established apprenticeship programs.~~

Commented [TA12]: Expenses associated with academic instruction such as course fees and books, are paid for by the program. - UC Davis Apprentice Agreement and Practice.

~~1-3. Apprentices shall be required to sign an apprenticeship agreement and shall be subject to applicable apprenticeship standards.~~

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ARTICLE XX Arbitration Procedure

A. Request for Arbitration

1. A request for arbitration may be made only by the Union and only after exhaustion of the grievance procedure. The request for arbitration must be received by the Employee & Labor Relations Manager or designee UC Davis Labor Relations Office within thirty (30) calendar days of the receipt of the campus or health Step 3 grievance decision by the Union from the designated University official. Requests for arbitration may must be mailed, hand-delivered or emailed to the University.

2. An appeal to arbitration shall not prohibit efforts by the University and Teamsters Local 2010 to resolve the grievance during the time the appeal is pending and until such time that an arbitrator has rendered his or her their decision.

3. Teamsters Local 2010 shall have full authority to settle, withdraw or otherwise dispose of any grievance brought on behalf of the union and/or on the behalf of employees. An agreement by the parties to settle, withdraw, or otherwise dispose of a grievance appealed to arbitration shall be binding upon the grievant(s).

B. Selection of Arbitrator ~~and Time Limits~~

1. Within twenty (20) calendar days from receipt from the Union of its decision to request Arbitration, the parties shall meet to select an Arbitrator. the parties shall attempt to reach agreement on an arbitrator from the List of Arbitrators contained in Appendix XX. If no agreement is reached, the parties shall alternatively strike names from the listed arbitrators in Section H. If no agreement is reached, the parties shall use the arbitrators listed herein by randomly drawing three names. The first arbitrator's name drawn shall be contacted and if the arbitrator's first available date is more than sixty (60) calendar days from the date of the request, the parties may agree to contact the second arbitrator's name drawn. If the second arbitrator's first available date is more than sixty (60) calendar days from the date of request, the parties may agree to contact the third arbitrator. If the third arbitrator is not available as specified above, the selection process shall be repeated until an arbitrator is selected.

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Teamsters Local 2010 shall contact the University to select an arbitrator. The scheduling of the arbitration hearing date must should must be accomplished no later than 60 120 calendar days from the date the grievance was originally appealed to arbitration. Should the parties be unable to agree to a hearing date, the authority to schedule the hearing rests with the arbitrator. The parties may extend the 60-day limit for scheduling the arbitration by mutual written agreement in advance of the expiration of the time limit.

2. In such cases, The arbitrator shall be provided with a copy of the written agreement.

3. Failure to select the arbitrator and schedule the hearing according to this section will render the grievance ineligible for arbitration and the last preceding University written answer shall become final.

24. If Teamsters Local 2010 initiates the selection process in writing to the University with a preferred arbitrator from the arbitration panel and there is no written University response with a preferred arbitrator within five business days then the Teamsters Local 2010 choice shall remain final.

2. If Teamsters Local 2010 initiates the selection process in writing to the University with a preferred arbitrator from the arbitration panel and there is no written University response by the deadline for selection of the arbitrator (20 days from Teamsters Local 2010's appeal to arbitration), then the Teamsters Local 2010 choice shall be final unless Teamsters Local 2010 initiates the selection process within 5 calendar days of the deadline for selection of the arbitrator. In such case, the University shall have 5 calendar days to respond to Teamsters Local 2010's choice of an arbitrator and the period for scheduling the arbitration hearing shall be extended by 5 calendar days.

43. On a case-by-case basis, the parties may agree to the selection of any qualified and available person to serve as an arbitrator. Absent such agreement, the parties may agree to the selection of an arbitrator from the arbitrator's panel as set forth in section H.

2. The parties, by written mutual agreement, may agree to waive or modify the process for selecting an arbitrator as described in Section B-1 above on a case-by-case basis.

Should the parties fail to select a mutually agreeable arbitrator within seven (7) calendar days of their first meeting, the parties shall request a list of seven (7) names from the American Arbitration Association. Upon receipt of the A.A.A. list, the parties shall meet and each shall eliminate the name of three (3) Arbitrators from the list and the remaining person shall be the Arbitrator. The Union and the

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University agree to alternate which party shall begin the striking of names. 5. Should the Union make a request that the grievance which has been appealed to arbitration be placed in abeyance for any reason, the period of abeyance shall not exceed 60 days. The Union further agrees that grievances placed in abeyance shall have the time limits tolled during this period. Failure by the Union to reactivate the grievance within the 60-day limit following request that it be held in abeyance will render the grievance ineligible for arbitration and the last preceding University written answer shall become final. If Teamsters Local 2010 requests selection of the arbitrator, it shall be according to the arbitration selection process in this section.

C. Scope of Arbitration

1. Unless there is an agreement by both parties to modify the scope of the hearing, the issue(s) to be heard by the arbitrator shall solely and in its entirety be restricted to the Article(s) filed with the grievance. Issues or allegations which were known or should have been known to either party but not introduced by Step 3 of the Grievance Procedure shall not be introduced by either party at the arbitration hearing, except as provided in Section C.2 below.

2. When practicable, The University shall inform Teamsters Local 2010 in writing of its intent to assert the issue of arbitrability prior to the selection of the arbitrator according to Section B.1. above. The issue(s) of arbitrability shall be addressed/resolved in a hearing/mediation prior to and separate from the hearing. The mediator will be selected via mutual agreement using a negotiated list of mediators. If successful, one hearing on any remaining issues would result in its Step 1 response to the grievance.

The parties also have the right to mutually waive the mediation process and go directly to hearing, though it will be one hearing to resolve both arbitrability and the merits. If mediation is unable to successfully resolve the issue, then (if any) about the substantive facts and/or allegations in dispute, except as provided in Section C.3. below.

In such a case, the parties shall use the selection process described in Section B.1. above to select two (2) arbitrators. The first arbitrator will be selected to hear the issues of arbitrability and the second arbitrator will be selected to decide the merits of the case if the issues are determined to be arbitrable.

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~~Unless either party requests a full and complete arbitration proceeding on the arbitrability issue, the first arbitrator shall issue either a bench decision, or upon either party's request, a written decision within seven (7) calendar days of the completion of the arbitrability hearing. In the event that the first arbitrator, as a result of the arbitrability hearing referenced above determines a matter to be arbitrable, the first arbitrator shall have no authority to decide the issues pursuant to the merits of the case. A hearing on the merits of the case will be scheduled with the second arbitrator, unless the parties agree otherwise.~~

3. ~~If the University raises the issue of arbitrability for the first time after the step 3 decision and prior to the selection of an arbitrator, a~~ single hearing on the issue of arbitrability and the substantive facts will be held, unless the parties agree otherwise. The hearing~~(s)~~ shall proceed as described in Section D below. ~~However, the University may opt to hold oral argument with the arbitrator for a ruling on arbitrability in advance of a hearing on the merits.~~

42. ~~Section C.1 and Section C.2 This section above Nothing shall prevent the parties from agreeing in writing to combine the arbitrability hearing with the hearing on the merits of the case or from agreeing to separate hearings on the arbitrability and the merits of the case before a single arbitrator.~~

~~C~~D. Arbitration Procedure

1. The Arbitration proceeding shall provide an opportunity for the Union and the University to examine and cross-examine witnesses under oath and to submit relevant evidence. Relevant material and the names of all witnesses who are to be called shall be identified by the parties prior to the hearing. To the extent possible, witnesses and material should be identified at least seven (7) calendar days prior to the hearing. At least seven (7) calendar days prior to the hearing, each party shall make a good faith effort to disclose to the other side the following:

- a. a list of proposed witnesses;
- b. a list and copy of proposed documentary evidence; and
- c. ~~a list and copy of any other proposed evidence.~~

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[c. a list and copy of other proposed evidence.](#)

[The failure to timely disclose these lists or copies of evidence may, at the discretion of the arbitrator, result in the exclusion of evidence from the arbitration.](#)

2. The Arbitrator may not admit settlement offers as evidence at the Arbitration hearing.
3. Prior to the Arbitration, the Union and the University shall attempt to stipulate as to the issue(s) to be arbitrated and to as many facts as possible.
4. Settlement proposals may be offered at any stage prior to or during Arbitration.
5. The Arbitration hearing shall be closed to the public unless the parties otherwise agree in writing.

6. [In all cases appealed to arbitration pursuant to the terms of this Article and this Agreement, Teamsters Local 2010 has the burden of initiating the steps in the procedure. Except for those cases in which the issue is that of actions taken by the University pursuant to Article XX - Discipline & Dismissal, Teamsters Local 2010 shall have the burden of proof. In cases in which the issue is that of actions taken by the University pursuant to Article XX - Discipline & Dismissal, the University shall have the burden of proof. For all arbitrations, the burden of proof shall be preponderance of the evidence. The arbitrator shall not have the authority to heighten or lessen the burden of proof.](#)

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67. The Arbitrator, following the close of the record of the hearing, shall consider the evidence presented and render a written decision. The written decision shall include a brief description of each issue under submission, the position of the parties, the findings of fact, the Arbitrator's conclusions as to the violations of the Agreement, if any, and, where appropriate, a remedy.

78. The Arbitrator shall be limited to interpreting the written provisions of the Agreement regarding the issues submitted and shall have no power to add to, delete from, or otherwise alter the terms of the Agreement. [If the arbitrator determines that a grievance was not received by the University within the](#)

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~~time limits set forth in Article XX, Section X, the arbitrator shall have no jurisdiction to decide the merits of the grievance.~~

89. The Arbitrator's fees shall be borne equally by the parties. ~~Unless otherwise agreed to by the parties in writing, arbitration hearings shall include a stenographer to create an accurate confidential written record of the hearing.~~ Expenses for stenographic or other services or facilities shall be borne equally by the parties.

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910. In the event either party requests the cancellation or postponement of a scheduled arbitration proceeding which causes a cancellation fee, the party who makes the request shall be responsible for arbitrator's fees unless the parties agree in writing to bear the costs equally.

~~D.E.~~ Decision and Remedy

1. ~~1.~~ If the grievance is sustained in whole or in part, and subject to the limitations set forth in Section ~~D.E.~~ 2., below, the remedy shall not exceed restoring to the employee the ~~University~~ pay, benefits, or rights lost as a result of a violation of the Agreement, subject to the general principles of mitigation. The decision of the Arbitrator, within the limits described herein, shall be final and binding and distributed to the parties within thirty (30) calendar days of the close of the record of the hearing, unless the parties agree in writing to an extension of time. The arbitrator ~~shall~~ ~~may~~ ~~shall~~ retain jurisdiction for purposes of disputes over application of the decision and/or remedy ordered ~~if mutually agreed by both parties.~~

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2. ~~The arbitrator shall have no authority to award back wages or other monetary reimbursement, nor shall the University be liable on a grievance claiming back wages or other monetary reimbursement for:~~

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a. ~~Any period of time during which an extension of time limits has been granted by the University at the request of the Union; or,~~

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b. ~~Any period of time between the first date the arbitrator is available for an arbitration hearing and the date of the hearing, when the first date is rejected by the Union; or,~~

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~~CC.~~ Any period of time greater than sixty (60) calendar days prior to the date of the filing of the grievance ~~at Step 2 of the Grievance Procedure, except for the correction of mathematical, calculation, recording or accounting errors. For grievances involving the correction of an error in the payment of wages or the correction of mathematical calculations, recording or accounting errors relating to the payment of wages (for example vacation leave, holidays, overtime, military leave or the amount of shift differentials, if any) shall not be made retroactive to a date earlier than two three years prior to the date of the filing of the grievance at Step 2 of the Grievance Procedure.~~

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EE. Released Time and Pay Status

1. Whenever an Arbitration Hearing or a meeting convened to resolve the Arbitration is scheduled during the regular work time of an employee who is a grievant or a representative, reasonable release time with pay shall be granted to the employee(s) involved so long as a written request for release time is received at least twenty-four (24) hours in advance. Employees so released shall be granted Leave With Pay.

When an Arbitration Hearing or a meeting occurs outside an employee's scheduled work time, no employee release time shall be granted.

2. University employees called as witnesses ~~may~~ shall be released from work with reasonable advance request and granted Leave With Pay for reasonable time spent in meetings convened to resolve the Arbitration and for the Arbitration Hearing.

~~3. The University may direct an employee to attend an arbitration hearing or meeting outside that employee's scheduled work time. If the University directs an employee to attend an arbitration meeting or hearing outside the employee's scheduled work time, the employee shall be entitled to pay pursuant to Article XX (Hours of Work).~~

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~~3-13.~~ Time spent by the grievant(s) or Union representative in investigation and preparation for an Arbitration Hearing shall be on Pay Status as follows:

a. Up to a maximum of (10) hours per month will be granted to bargaining unit employees for the preparation of a case that has been scheduled for hearing in arbitration; and

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b. A request for release time described in subsection (a) must be made to the grievant's and/or the representative's immediate supervisor at least twenty-four (24) hours in advance of the activity.

FG. ~~Time Limits~~Other Considerations

For the purposes of this Article, time limits are calculated in calendar days, unless otherwise stated and deadlines that fall on a day that is not a University business day will automatically be extended to the next business day. All time limits may be extended by mutual written agreement. ~~of the parties in advance of the expiration of the time limit.~~

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H. ~~List of Arbitrators~~

1. Alexander Cohn

2. Robert Hirsh~~Ron Ho~~ Douglas Collins

3. John B. LaRocca Paul Roose

4. David Weinberg

5. Fred Horowitz

6. Katherine Thomson

7. Bonnie Castrey Mathew Goldberg

Douglas Collins

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ARTICLE XX - BARGAINING UNIT WORK

The University and the Union agree that ~~exclusive~~ bargaining unit work will be performed ~~exclusively~~ by bargaining unit employees and that supervisors and non-unit employees shall not perform work ~~exclusively~~ done by bargaining unit employees. This does not preclude performance of cross-unit tasks that are incidental to the work being performed, or to preclude supervisors from performing bargaining unit work for instructional purposes only. However, management-Management reserves the right to assign supervisors or non-unit employees to perform work in the event of emergencies of a serious nature, developing suddenly and unexpectedly, requiring immediate action to protect property, equipment, life, safety and health, including affected research as well as under exceptional circumstances in order to meet the operational needs of the University.

Nothing in this article shall be interpreted as changing the University's obligations under law to request public bids for bargaining unit work.

B. Bargaining unit work includes, but is not limited to construction, alterations, repair and maintenance at UC Davis, including its buildings, systems and equipment.

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FOR THE UNIVERSITY

Stephen M. Green

3/24/22

Date

FOR TEAMSTERS LOCAL 2010

Tanya Chel

3-24-22

Date

Union Proposal 1 07222021 10:18AM UC DAVIS K3 Teamsters Local 2010

UCD Counter Proposal #1 07-27-2021 Union Proposal #2 09302021 12:25PM; UCD Counter #2 11172021

Union Proposal #3 01122022 2:34PM

University Counter #3 – 01/27/22

Union Proposal #4 03022022

University Counter #4 – 03/23/2022

ARTICLE XX Bereavement Leave

1. For each death of a significantly close relative or an immediate family member the employee shall be granted five (5) days leave with pay. Limited, part-time or hourly employees are eligible for bereavement leave if they are scheduled to work at the time of the funeral and will be paid the number of hours they were scheduled to work.

2. Bereavement leave granted may be supplemented with sick leave or vacation leave.

3. The term "significantly close relative" as used above shall only mean a spouse/domestic partner and the employee's or their spouse's/domestic partner's mother, father, grandmother, grandfather, grandchild, son, son-in-law, daughter, daughter-in-law, brother, sister, or relative living in the immediate household of the employee.

1. The University recognizes the importance of family and the difficulties employees face following the death of a family member or another person close to the employee.

1. a. An employee shall be permitted to use not more than ~~fortyeighty (80) (40) forty (40) Eighty (80) forty (40) eighty (80) hours~~ of accrued sick leave due to the death of the employee's ~~parent~~mother, father, spouse, domestic partner, child (including the child of a domestic partner), brother, sister, in-laws, grandparent, or any other ~~related~~ person for whom the employee has a personal obligation who resided in the employee's household. ~~If the employee needs additional time, based on personal obligation, the employee may request vacation time up to forty (40) hours of accrued vacation leave, and the vacation request will not be unreasonably denied. The employee may request additional vacation time and, subject to operational needs, the vacation request will not be unreasonably denied. If an employee requires more than the time allowed for bereavement leave, they may request an unpaid personal leave of absence or may use any accrued vacation, PTO (if applicable), and/or compensatory time off, if available.~~

Commented [TA1]: PPSM 2.210 provides for 80 hours

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1. b. Limited, part-time or hourly employees are eligible for bereavement leave if they are scheduled to work at the time of the funeral and will be paid the number of hours they were scheduled to work.

1. c. In addition, an employee shall be permitted to use not more than five days of Sick Leave in any calendar year in the event an employee has a personal obligation with regard to funeral attendance or bereavement due to the death of any other person.

1. e. In the event of the death of an individual who is not an employee's family or household member, the employee may take up to ~~five days~~forty (40) hours of accrued sick leave ~~in a per calendar year~~ for funeral attendance/bereavement.

Commented [TA3]: PPSM 2.210 Section 11b and CX provides for 5 days AFSCME Article 38 Section 2

2. Bereavement leave granted in Section 1 above may be supplemented or substituted with vacation leave if sick leave has been exhausted or CTO at the written request of the employee.

3. The employee shall provide notice to the immediate supervisor as to the need for and likely length of any such absence.

Union Proposal 1 07222021 10:18AM UC DAVIS K3 Teamsters Local 2010

[UCD Counter Proposal #1 07-27-2021](#)[Union Proposal #2 09302021 12:25PM](#); [UCD Counter #2 11172021](#)

[Union Proposal #3 01122022 2:34PM](#)

[University Counter #3 – 01/27/22](#)

[Union Proposal #4 03022022](#)

[University Counter #4 – 03/23/2022](#)

[4. Management may, at its discretion, request documentation regarding the need for such absences.](#)

ARTICLE XX CLASSIFICATIONS AND RECLASSIFICATIONS

A. Bargaining unit employees' level and scope of assigned duties shall be documented in their job descriptions which shall be established and classified by the University. If an employee's duties and responsibilities undergo significant changes, the affected position(s) may be reviewed as described hereafter in this Article. Proposed changes to the class specifications and or job descriptions that impact employees' terms and conditions of employment will be subject to meet and confer. The University agrees to send copies, via ~~U.S. Mail and~~ email, of any changes to revised job descriptions to Teamsters Local 2010's address of record at the same time they are presented.

B. CLASSIFICATION REVIEW

1. If, during the term of this Agreement, the Union believes that certain bargaining unit members are working out of class, it may submit the position(s) of these bargaining unit members to Campus Human Resources or Healthcare Human Resources, as appropriate, for review. Campus Human Resources or Healthcare Human Resources shall provide a response to the request as soon as possible but no later than 120 days within 90 (ninety) days after receiving the submission from the Union the receipt of the completed request for reclassification review in the designated University office, unless the Union and the University mutually agree to an extension.

2. The University's Compensation unit will determine whether or not the employee has been working out of class by evaluating the core functions and duties of the position and comparing them to pre-defined job families or classifications specifications and comparable positions within the organization and/or external to the organization. Factors that may be considered include, but are not limited to, the described job duties, the scope of responsibility and skill and competencies required to perform the position. The classification review process will include a review of job descriptions and interviews with the incumbent and may include at least one of the following:

- a. review of the organizational chart;
- b. review of any supplemental information;
- c. interviews with the supervisor and/or manager or subject matter experts; ~~or~~
- d. review of a position questionnaire or survey;

3.

 a. Within twenty-one (21) calendar days of the date the University issues the results of the Compensation unit's review to the Union, the Union may request a Compensation Review Conference. Such request shall be directed to the Director of Labor Relations.

 b. Within fourteen (14) calendar days of the request, the University shall convene a Compensation Review Conference. A representative from compensation will be included in the review conference. The Union shall be entitled to respond to the review, orally or in writing, including any facts and/or arguments which the employee and/or the Union wishes to convey to the University. The

University Counter #1 - 02/09/2022

bargaining unit employee seeking reclassification may participate in this meeting and one (1) union steward shall be granted release time, upon request, to attend.

c. Within ten (10) calendar days of the conclusion of the Conference, the University will issue its response to the Union. The University's decision will be final.

C. CLASSIFICATION WORK

1. The University and the Union agree that employees shall be assigned work consistent with the employee's job description.
2. An employee who is temporarily assigned by University management to perform substantially all of the duties on a full-time basis of a classification with a higher base rate than the employee's regular appointment for a period of five (5) consecutive working days or more, shall be paid the higher base rate for all hours worked in the temporary assignment.
3. ~~An employee who is temporarily assigned by the University management to perform other duties inconsistent with the employee's job description shall be paid an additional responsibility bonus of 5 (five) percent for all hours worked in the additional temporary assignment.~~

D. SERIES AND CLASSIFICATIONS CONCEPTS

The University utilizes the Series and Classifications Concepts for job classifications within the Skilled Crafts unit. The Series and Classifications Concepts include information about the duties found in a job title, factors that influence the level at which a position is classified, and general qualifications for an employee assigned to a particular job classification.

Accepted and agreed to by:

FOR THE UNIVERSITY

Stephen M. Green

2/9/2022

Date

FOR TEAMSTERS LOCAL 2010

Tanya Ahl

2-9-22 signed 3-7-22

Date

Union Proposal 3 03022022

University Counter #2 – March 3, 2022

ARTICLE XX – CONTRACTING OUT

A. University management reserves the right to subcontract unit work, including work which has been subcontracted in the past. The University shall make reasonable efforts to perform bargaining unit work in-house within the limitations and requirements imposed by UC Policy and law. The University shall take the following factors into account prior to subcontracting work normally performed by bargaining unit members:

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1. The availability of bargaining unit employees to perform the work to be contracted out;

2. Whether the available bargaining unit employees have necessary skills, certifications or licensures needed to perform the work;

3. Whether or not the work could be completed within the time constraints applicable to the project;

4. The availability of required materials and/or equipment necessary to complete the project; and/or

5. The cost involved in performing the work in house versus contracting out that work; and/or

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B. The University shall provide electronically to the Union and the Chief Steward, a quarterly summary of subcontracted work which is not required to be contracted out pursuant to UC policies, state regulations or legislation, including work which is funded by the state of California Operations and Maintenance of Plant Budget and is less than fifty thousand dollars (\$50,000) in total, or painting work which is less than twenty five thousand dollars (\$25,000) in total. A copy of the list will be posted at the relevant location.

C. The Chief Steward, or designee, may attend agreed upon regularly scheduled meetings with representatives from Facilities Management to discuss the status of subcontracting for Campus or Facilities Maintenance for the Medical Center. The University shall make reasonable efforts to have discussions prior to subcontracting out work, except in the case of an emergency or urgent need. In addition, Union stewards will be allowed to attend pre-bid conference planning meetings.

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D. The University agrees to notify the Union at least forty five (45) calendar days in advance of its intent to subcontract any unit work which would result in the layoff of unit employees, and shall meet and confer upon request regarding the subcontracting of such unit work. If agreement is not reached, the University may implement its decision.

E. Contracts for bargaining unit work which is not required to be contracted out by UC policies, state regulations or legislation shall not displace unit employees. "Displacement" means demotion, layoff or involuntary reduction in time.

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Subcontracting will be a standing agenda item at Labor-Management meetings scheduled in accordance with Article XX, Labor-Management Relations.

The University and the Union agree that any concerns the Union may have about subcontracted work as referenced in Section A above may be added to the agenda of the parties' quarterly labor-management meeting pursuant to the provisions of Article XX of this Agreement.

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A. GENERAL CONDITIONS

1. There shall be a general prohibition on contracting for Skilled Trade functions that can be performed by University staff.

2. The University will utilize its employees to perform Skilled Trade functions (as defined in subparagraph 6 below) to the greatest extent possible before resorting to the use of contractors to provide such services.

3. Contracting for Skilled Trade functions is only permissible under the limited circumstances described in Section B of this Article or under other circumstances where contracting out is required by law, Federal requirement, contract or grant requirement, or court decisions or orders.

4. Nothing in this Article prohibits an individual employee working for a contractor from applying for open University positions for which the University is recruiting.

5. Where this Article requires that contracted work (currently performed as of ratification date) be brought in-house, the deadline for insourcing the work shall be as soon as possible, but in any event no later than one year from the date of ratification.

6. Covered Skill Trade Functions:

Covered Skill Trade functions as used in paragraph 1 above refers to work customarily performed by bargaining unit employees, whether in whole or in part, including but not necessarily limited to work performed by job classifications recognized by the Union in Article xx Recognition including but not limited to: Building Automation Controls Technicians, Carpenters, Electricians and High Voltage Electricians, Fire and Security Systems Technicians, Fire Sprinkler Technicians, Flooring Installers, HVAC Mechanics, HVAC Refrigeration, Locksmiths, Masons, Painters, Plumbers, Sheet Metal Workers, Sign Makers, Co-generation Operators & Instrument and Control Technicians, Plant Mechanics, Regiers, Stationary Engineer Instrument and Controls Technicians, and Steam Operating Engineers, Elevator Mechanics, Water and Wastewater Operators, Steamfitters.

6. GENERAL PROHIBITION ON CONTRACTING OUT

The following provisions set forth the only circumstances in which skilled trade work customarily performed by bargaining unit employees may be contracted out. Contracting out should be used sparingly and treated as an option of last resort to address temporary needs, not as a means to replace employees with contractors.

1. The skilled trade work is needed to address an actual emergency. An emergency may include, but is not limited to, the need to prevent the stoppage of University operations or to ensure continuous operations at the University medical centers.

UC Davis K3 Contracting Out Union Proposal 1 August 19 2021 1:28PM [UC Counter #1 11172021](#)

Union Proposal 3 03022022

University Counter #2 – March 3, 2022

~~5. The parties agreed to select the arbitrator from a mutually agreed upon list of five (5) arbitrators who have indicated a willingness to hear such cases on an expedited basis (where possible, within thirty (30) calendar days of selection).~~

~~7. The arbitrator shall determine whether Article XX Contracting Out has been/would be violated.~~

~~9. If the arbitrator concurs with the University's determination, an existing contract for services shall remain in place or if the Article XX Contracting Out grievance was filed prior to the formation of a contract, the University may proceed with the contracting process.~~

~~11. If the arbitrator determines that the contract is inappropriate the contract shall be terminated. If the grievance was filed prior to the formation of a contract, the University shall not proceed with the contracting process.~~

~~13. The arbitrator's decision shall not include any type of monetary award or provision for fees.~~

~~15. The arbitrator's decision must be in writing and submitted simultaneously to both parties within thirty (30) calendar days of the completion of the hearing. The arbitrator's decision shall be final and binding upon all parties.~~

FOR THE UNIVERSITY

Stephen M. Green

3/24/22

Date

FOR TEAMSTERS LOCAL 2010

Tamyr chl

3-24-22

Date

ARTICLE XX - DEATH PAYMENTS

A. Death Payments

1. Upon the death of an eligible employee of the University, a sum equal to the salary of the deceased for one (1) month shall be paid to the person or persons in the first of the following categories in which there is a survivor: legal spouse or domestic partner; child or children; parent or parents; or siblings. If there is no survivor in any of the foregoing categories, the benefit will be paid to the estate, or if there is no estate, to the beneficiary designated in the deceased's University-paid life insurance policy. surviving spouse, or if there is no surviving spouse, to the deceased's eligible dependent(s), or if there is neither a surviving spouse nor eligible dependent(s), to the beneficiary designated in the deceased's University-paid life insurance policy.

2. The University also provides a term life insurance policy for eligible employees in the amount of one times the employee's annual covered salary rate multiplied by the percent time of the employee's appointment. ~~PERS members are covered for this amount minus the \$5,000.00 PERS death benefit. The maximum benefit for PERS members is \$45,000.00.~~ The maximum benefit for ~~all other~~ eligible employees is \$50,000.00. Benefits are payable to the employee's named beneficiary.

23. In addition, the University of California Retirement System (UCRP) pays a \$7,500.00 basic death payment if the UCRP membership began on October 1, 1990, or later. If the eligible employee's UCRP membership begin before October 1, 1990, the basic death payment is \$1,500 plus one month's final salary, if that amount is greater than \$7,500. benefit plus one month's final salary to the employee's beneficiary if the employee was still employed at the time of death. Benefits are paid to the employee's named beneficiary. The basic death benefit is subject to the terms of the UCRP which is periodically amended.

B. Eligible Employee

1. For the purpose of the one (1) month salary death payment payable by the University, an eligible employee is one who has completed six (6) continuous months on pay status at fifty percent (50%) time or more without a break in service prior to death.

2. For the purpose of the University paid life insurance ~~and the UCRS death benefits,~~ eligibility is subject to the University of California Group Insurance Regulations which are periodically amended. ~~an eligible employee is one who is a member of a retirement system at the University.~~ The benefit(s) is payable if an employee dies while in active service on pay status or within the first four (4) months of an approved leave without pay or temporary layoff.

3. For the purpose of the UCRP basic death benefit payment, eligibility is subject to the terms of the UCRP which is periodically amended.

C. Eligible Dependent

For the purpose of the death payment, an eligible dependent(s) is defined as one receiving the majority of support from the deceased employee in accord with Internal Revenue Service regulations Code, related to Treasury regulations and IRS guidance.

D. Employee Earnings

The department head shall initiate the necessary action in order that payment of any vacation, salary, overtime, or other monies due to the deceased employee can be made. Such payment is made in accordance with Accounting Manual Section P-196-25 (Employee Death Payment). Payment shall include the deceased employee's salary for the day of death, unless the employee was on leave without pay on the day of death.

FOR THE UNIVERSITY

Stephen M. Green

03/03/2022

Date

FOR TEAMSTERS LOCAL 2010

Tanya Chul

3.3.22

Date

A. Right to Discipline and Dismissal

The University shall have the right to discipline or discharge any non-probationary career employee for just cause as described in Section B below. For purposes of illustration but not limitation, such actions may be taken for misconduct or failure to perform satisfactorily.

B. Types of Discipline

1. The University may discipline an employee by written warning, suspension without pay, reduction in pay in lieu of suspension, demotion, or dismissal.

a. A dismissal is the termination of the employment of a nonprobationary regular status employee initiated by the University for any of the reasons set forth in this article following the implementation of progressive discipline except as provided in Section B.2, below.

b. A demotion is the assignment of an employee from his or hertheir current position to a position in a class having a lower salary maximum, or to a position at a lower rate of pay, when such assignment is made for disciplinary reasons.

2. At least one written warning ~~warning and one written warning shall~~ precede any other corrective actiondiscipline except when corrective actiondiscipline is the result of performance or conduct that an employee knows, or reasonably should have known, was unsatisfactory. Such performance or conduct may include but is not limited to dishonesty concerning facts which the employee knew or with the exercise of reasonable diligence should have known were false, theft, misappropriation of University property, fighting on the job, insubordination, acts endangering others, or other serious misconduct.

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3. A verbal counseling ~~or~~, written counseling memorandum, and letters of expectations does not constitute discipline for the purposes of this Article.

C. Investigatory Interviews – Weingarten Rights

If an employee is asked to meet with the University during any investigatory interview that could result in the imposition of discipline on the employee, the employee shall be entitled, when he or shethey requests it, to have a representative present during such meeting. The right to representation shall not unduly delay the meeting. The employee and representative, if requested by the employee, shall be on paid status during the investigatory interview.

D. Investigatory Leave

1. In order to review or investigate allegations of conduct which, in the University's view, would warrant relieving the employee immediately from all work duties, the University may place an employee on investigatory leave without prior notice. Investigatory leave periods shall be limited to thirty (30) working days with pay, unless the Union and the

University mutually agree to extend the investigatory leave period. If the parties mutually agree to extend the investigatory leave period, then the employee shall remain on pay status.

2. The investigatory leave must be confirmed in writing to the employee and Teamsters Local 2010 no later than one (1) University business days after the leave is effective. The confirmation must include the reason(s) for and the expected duration of the leave.
3. If, upon conclusion of an investigation, neither suspension without pay nor discharge is determined by the University to be appropriate, the employee shall be paid for all time on investigatory leave. Investigatory leave may exceed thirty (30) working days.

E. Notice of Intent

1. The University shall provide written notice of the intent to impose a disciplinary suspension without pay for more than five (5) working days, disciplinary demotion and/or dismissal. The written notice shall be given to the employee either by delivery of the notice to the employee in person or by placing the notice of intent in the United States Mail, certified with return receipt requested, addressed to the employee at the employee's address of record. A copy of the notice of intent shall be sent to Teamsters Local 2010. The University shall also send a copy of the notice of intent to Teamsters Local 2010's designated representative via email.
2. The notice of intent shall be accompanied by "proof of service" indicating the date which the notice of intent was personally delivered or mailed to the employee, and this date shall constitute the "date of issuance" of the notice of intent to the employee.
3. The notice of intent shall:
 - a. Inform the employee of the disciplinary action(s) intended, the reason(s) for such action(s), and the effective date of the action(s);
 - b. Include or make available, illustrative materials relied upon to support the disciplinary action, if any;
 - c. Inform the employee of the right to respond, either in writing or orally at a meeting with the appropriate University officials, of the employee's right to representation at any such meeting, the person to whom any response must be directed, and the fact that such response must be received within fourteen (14) calendar days from the date the notice was issued unless the Union and the University mutually agree to an extension of said date; and,
 - d. Notices of intent shall be issued no later than thirty (30) calendar days from the date(s) of the conclusion of all University investigations.

F. Employee Response

UC Davis K3 Discipline and Dismissal Union Proposal 1 August 19 2021 1:59PM: [UC Counter](#)

[#11.17.2021 Union Proposal #2 01 12 2022 2:43PM](#)

[University Counter 2- January 26, 2022](#)

[Union Proposal #3 01272022](#)

[University Counter 3 – February 9, 2022](#)

The employee shall be entitled to respond, orally or in writing, to the notice of intent described above. The response must be received within fourteen (14) calendar days from the date of issuance of such notice of intent in accordance with instructions given by the University in the written notice of intent sent to the employee. If the employee chooses to respond orally, the employee may have present a Union representative, provided the representative is not a University employee who has been designated as supervisory, managerial, or confidential.

G. University Response

After review of the employee's timely response, if any, the University shall notify the employee of any action to be taken. The action may not include discipline more severe than that described in the notice of intent; however, the University may reduce the discipline without the issuance of a further notice of intent.

H. Copies of Discipline Taken Provided to Teamsters Local 2010

Effective the first of the month following 60 days after ratification of the contract: When discipline exceeds a letter of warning, a copy of the notice of the final action taken will be sent to Teamsters Local 2010 within seven (7) working days. Failure to provide such notice to Teamsters Local 2010 shall not delay the imposition of discipline upon the employee. ARTICLE-XX DISCIPLINE AND DISMISSAL

A. — Definitions

1. — Discipline

Discipline occurs when any of the following actions are taken with respect to any employee: written warning, suspension, demotion, or dismissal.

A "counseling memorandum" is a document issued to an employee that clarifies some aspect of University or department policies, procedures or expectations, and comments about the employee's job performance. A counseling memorandum is not discipline and shall not be placed in the personnel file. Counseling memoranda not attached to formal discipline shall not be used in the grievance and arbitration procedure.

2. — Demotion

A demotion is the assignment of an employee from their current position to a position in a class having a lower salary maximum, or to a position at a lower rate of pay, when such assignment is made for disciplinary reasons.

3. — Dismissal


A dismissal is the termination of the employment of a non-probationary regular status employee initiated by the University for just cause.

B. — Grounds

UC DAVIS K3 Teamsters Local 2010
Union Proposal #1 04272023

ARTICLE XX — DURATION

The terms and conditions of this Agreement shall remain in full force and effect commencing at 12:00 midnight on _____ (the day after UC received Teamsters Local 2010's written notice of ratification), and shall terminate at 11:59 p.m. on September 30, 2026, unless the University and Teamsters Local 2010 mutually agree in writing to extend any or all terms and conditions of this Agreement. Notification of a request to commence negotiations for a successor Agreement shall be submitted by either party by April 30, 2026 or sixty (60) days prior to the expiration of this Agreement, whichever is earlier.


Tony chul TA
4-28-23

ARTICLE XX – EMPLOYEE PAYCHECK ERRORS

a. Underpayments:

The University will rectify any underpayments of the employee's pay by no later than the next on-cycle pay check within three (3) calendar a timely manner, to the extent possible, workdays after notification of the error by the employee to their supervisor payroll. At the employee option, in the event of a paycheck error, the employee may elect to be paid by the Pay Card option or local check which will ensure faster payment and avoid delays related to processing a direct deposit or mailing a paper check through the US Mail. Pay cards can expedite same day payment and funds are available immediately.

Commented [TA1]: UCOP side letter agreement to participate in the Pay Card option

b. Overpayments:

The University shall notify affected employees of overpayment, including failure to take out employee authorized or required deductions, prior to making any deduction to recover any such overpayment from subsequent pay. Upon request by the affected employee, the University will establish a reasonable and agreed upon repayment plan.

c. Garnishments:

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. The University will comply with the state of California regulations and legislation regarding garnishment of wages.

ARTICLE XX - GRIEVANCE PROCEDURE

A. Definition, Eligibility, Consolidation, and Representation

1. Definition. A grievance is a claim during the term of this Agreement that the University has violated a written provision(s) of this Agreement.
2. Eligibility. Except, as otherwise provided in this Agreement, a grievance may be brought to the attention of the Office of Labor Relations through this procedure by an individual employee, a group of employees, or by the Union. A grievance may not be brought through this procedure by the University.

~~3. Grievants. Who have Resigned. University who voluntarily resign their employment with the University, unless they retire, shall have their pending grievances immediately withdrawn and will not benefit by subsequent settlement or disposition of any individual, union, or group grievances. However, if the grievance is related to compensation negotiated in this Agreement, the grievance may be continued if it has been appealed to Step 2 before the date of resignation.~~

3. Grievants who voluntarily resign their employment with the University, unless they retire, shall have their pending grievances immediately withdrawn and will not benefit by subsequent settlement or disposition of any individual, union, or group grievances. However, if the grievance is related to compensation negotiated in this Agreement, the grievance may be continued if it has been appealed to Step 2 before the date of resignation.

34. Consolidation. Grievances brought by, or related to, two (2) or more bargaining unit employees, and multiple grievances by or related to the same employee, which concern the same incident, issue, or course of conduct, may upon mutual agreement of the Employee and Labor Relations Manager and the Union be consolidated for the purposes of this procedure; provided that the time limits described in this Article shall not be shortened or lengthened for any grievance because of the consolidation of that grievance with other grievances.

45. Representation. An employee shall have the right to be represented at all steps of the Grievance Procedure by a person or persons designated by TEAMSTERS LOCAL 2010. Said representative shall not be a University employee who has been designated by the University as supervisory, managerial or confidential. If an employee is represented by the Union, only one TEAMSTERS LOCAL 2010 representative (i.e., a UC DAVIS employee) and one TEAMSTERS LOCAL 2010 Officer shall participate in the Grievance Procedure.

B. Procedure

1. Informal Review ~~Meeting–Employee's Immediate Supervisor~~

Step 1. The employee must submit a written request for an informal review to their immediate supervisor, or designee. Within ~~three (3)~~fifteen (15) ~~working calendar~~ days from the request,

UC Davis K3 Grievance Procedure Union Proposal 1 January 13, 2022

University Counter 1 – January 26, 2022

Union Proposal 2 April 6 2022 1:25PM

University Counter 2 – April 20, 2022

Union Proposal 3 April 21 2022

the ~~immediate supervisor~~ University shall convene a meeting with the appropriate University representative(s) to discuss the ~~grievance concerns~~. All parties shall informally attempt a resolution of the matter before a ~~formal~~ grievance is filed. Informal resolutions, although final, shall not be precedent setting. If the grievance is not resolved through informal discussion with the immediate supervisor, the employee may file a ~~formal~~ grievance as set forth below. Informal resolution of grievances at the lowest possible level is an objective shared by the University and Teamsters Local 2010.

Attempts at informal resolution do not extend time limits unless an extension is mutually agreed to in writing by the ~~Employee and Labor Relations Manager or designee~~ University and the employee or their representative. The Union may file a ~~formal~~ grievance before the informal step is completed in order to meet the timelines set forth in Section B (2) below and said grievance shall be held in abeyance until the informal review is completed. The informal review must be completed within ten (10) calendar days of the filing of the grievance.

2. Department Review - ~~Department Head or Designee~~ Step 2

Step 2. A ~~formal~~ grievance ~~initiation~~ must be filed in writing on a grievance form mutually agreed to by the parties, and attached hereto as Appendix XX. The Office of Labor Relations must receive the written grievance within thirty (30) calendar days after the date on which either the employee or the Union knew or could be expected to know of the event or action which gave rise to the grievance or within twenty (20) calendar days after the date of the employee's last day on pay status, whichever occurs first ~~or within fifteen (15) calendar days after the date of the employee's last day on pay status, whichever occurs first~~. Grievances not presented within the time limits specified in the contract shall be considered untimely and not eligible for the Grievance or Arbitration Procedure.

~~Formal g~~ Grievances ~~may shall~~ be filed by ~~hand delivery, U.S. mail, or email in to~~ the Office of Labor Relations and must be received by that office within the time periods referenced herein. The date filed shall be the date received in the Office of Labor Relations. If a grievance is received outside of normal business hours, the first following business day will be deemed the filing date.

During the Step 2 process, the alleged violations stated in the original grievance may be amended, by mutual agreement. Such amendment shall be in writing.

~~Formal g~~ Grievances ~~arising on the Davis Campus shall be sent to ucdgrievance@ucdavis.edu. Grievances arising on the UC Davis Health Campus shall be sent to HS-ELRGrievances@ou.ad3.ucdavis.edu. initiations filed by email must be sent to _____ The 'date of filing' for emailed grievance initiations shall be the date received on the University~~

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~~server, provided that the grievance is received during business hours.~~ The University shall provide an acknowledgement of the Union's grievance, within ~~(25) two business five calendar~~ days ~~and confirmation of receipt at the time of filing.~~ ~~and confirmation of receipt at the time of filing.~~

Formal grievances must set forth:

- a. The specific section(s) and provision(s) of the Agreement alleged to have been violated;
- b. The action grieved and how it violated the above- mentioned provision(s);
- c. How the grieving employee (hereafter "grievant") was adversely affected:
- d. Name of the employee's representative, if any;
- e. The date(s) of the occurrence of the alleged violation(s);
- f. The date(s) the employee-grievant discussed the alleged violation(s) with their supervisor and/or University representative(s), if applicable; and,
- g. The remedy requested.

Within fourteen (14) calendar days after receipt of the gGrievance, the department manager or designee who issues the decision shall schedule a meeting with the employee. A written response will be issued to the employee(s) with a copy to their representative at and the Union at GRIEVANCE@TEAMSTERS2010.ORG, within fifteen (15) calendar days of the meeting with the department head or designee. If the department's response is not issued within the established time limits or if the grievance is not resolved, the grievance may be appealed to Step 3.

When the grievance alleges violations of this Agreement which are subject to arbitration, the parties may mutually agree to waive Step 2 and proceed to Step 3 if the grievance is not resolved at Step 1.

3. Human Resources Review

Step 3. If the grievance is not resolved at Step 2, an appeal may be submitted in writing by the employee(s) or their representative to the Campus or Health System Office of Labor Relations. The written appeal must be received by the Campus or Health System Office of Labor Relations within twenty (20) calendar days of the date on which the written response to Step 2 was issued or due.

Formal grievance-Grievance appeals ~~may-must~~ be filed by ~~hand-delivery, U.S. mail or~~ email to the Campus or Health System Office of Labor Relations and must be received by that office

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within the time periods the Campus or Health System Office of Labor Relations referenced herein. The date filed shall be the date received in the Campus or Health System Office of Labor Relations. If an Appeal is received outside of normal business hours, the first following business day will be deemed the filing date.

Formal grievance-Grievance appeals arising on the Davis Campus shall be sent to ucdgrievance@ucdavis.edu. Grievances appeals arising on the UC Davis Health Campus shall be sent to HS-ELRGrievances@ou.ad3.ucdavis.edu. filed by email must be sent to

The 'date of filing' for emailed grievance appeals shall be the date received on the University server, provided that the grievance appeal is received during business hours.

The University shall provide an acknowledgement of the Union's grievance, within (25) two-five business-calendar days and acknowledgement of receipt at the time of filing.

a. Within twenty (20) calendar days of the receipt of the Step 3 appeal, the Campus or Health System Employee and Labor Relations Manager, or designee shall schedule a meeting to discuss the grievance. During the meeting the parties shall discuss information and contentions relevant to the grievance. If the University provides information to the Union during Step 1 or Step 2 above which was not previously known, or that could not have been ascertained by the Union with due diligence, at the time of the Step 3 meeting, the Union may amend the grievance to allege additional violations or include additional bargaining unit employees.

b. The Employee and Labor Relations Manager, or designee shall issue a written decision within twenty (20) calendar days following the Step 3 meeting, unless the Union amends the grievance as described in Section 3(a) above, in which case, a written decision shall be issued within thirty (30) calendar days. The decision shall be sent via email to the employee(s), and their representative(s), and the Union at -GRIEVANCE@TEAMSTERS4160.ORG. A copy of the decision also shall be sent to the Union with a proof of service attached. The date on the proof of service shall constitute the "date of issuance."

c. The Union may appeal the grievance to arbitration pursuant to the Arbitration Article within thirty (30) calendar days of the date on which the decision was issued or due. The parties may agree, on a case-by-case basis, to attempt resolution of the grievance through mediation.

4. Waiver. The Employee and Labor Relations Manager, or designee and the Union Representative may mutually agree in writing to waive any and all steps of the Grievance Procedure. Such written agreement must be executed in advance of the expiration of the specific applicable time limits, i.e., no later than the last day of the applicable time limit.

5. Time Limits. Time limits may be extended by mutual agreement of the parties in writing in advance of the expiration of the time limits as set forth in Section B.4 above. Deadlines which

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fall on a University non-business day will automatically be extended to the next business day. If a grievance is not appealed to the subsequent step of the procedure within applicable time limits, and an extension has not been agreed to, the grievance will be considered settled on the basis of the last University written response. Failure by ~~Management-the University~~ to reply to the employee's grievance within the time limits specified automatically grants to the employee the right to process the grievance to the next level.

6. Pay Status.

a. Time spent by bargaining unit employees in investigation of grievances shall be on pay status as follows:

11. A maximum of eight (8) non-cumulative hours per month will be granted for such activities; and,

22. ~~a.~~ A request for the release time must be made to the employee's immediate supervisor at least twenty-four (24) hours in advance of the activity.

~~— b.~~ Whenever the University and the Union convene a meeting to mutually resolve grievance(s) during the scheduled work time of an employee who is a grievant or a representative, upon reasonable advance request to the appropriate Campus or UCD Health System Labor Relation's Office~~advance request~~, reasonable release time shall be granted to the employee(s) involved. Employee time spent at these meetings shall be considered as time worked.

c. When such meetings are convened outside an employee's scheduled work time, no employee release time shall be granted. University employees called as witnesses at such meetings shall be released from work with reasonable advance request and granted leave with pay for reasonable time spent in meetings. The University will make a good faith effort to alter the work hours for grievants and/or stewards who do not work the day shift. Said grievants and/or stewards shall not suffer a loss of regularly assigned shift pay when participating in the Grievance Procedure.

d. In determining the amount of reasonable paid release time factors such as preparation for and travel to attend the meetings referenced in Subsections 6.a. and 6.b. above will be considered. Employees shall not be granted paid release time for travel time before or after the employees' regularly scheduled hours of work.

C. Resolution

Resolution may be agreed upon at any stage of the grievance process. Prior to the resolution of any ~~formal~~ grievance in the Skilled Crafts Bargaining Unit, the Union shall be notified. The

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University and the Union agree that any resolution of a grievance at Step 2 or thereafter shall be reduced to writing.

D. Mediation/~~Arbitration~~

The University and the Union may mutually agree to mediation/~~arbitration~~ with an agreed upon ~~arbitrator~~ mediator.

E. Settlement Offers

Settlement discussions, including settlement offers made at any stage of this procedure, including informal resolution, shall not be introduced as evidence in subsequent steps, and shall not be precedent setting.

F. ~~GRIEVANCE FILE~~

Records involving the processing of an employee's grievance, such as the grievance form, step appeals/responses, and settlement documents, will be kept in a file separate from the employee's personnel file.

FOR THE UNIVERSITY

FOR TEAMSTERS LOCAL 2010

Stephen M. Green

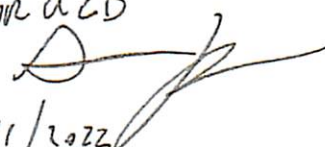
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 ARTICLE XX HEALTH & SAFETY

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A. General Provisions

1. It is the duty of the University to make a reasonable effort to provide and maintain a safe place of employment. The University will provide appropriate safety training to bargaining unit employees. The Union will cooperate by encouraging all employees covered by this Agreement to perform their work in a safe manner, including but not limited to complying with UCD's Injury and Illness Prevention Programs.
2. It is the duty of all employees covered by this Agreement, in the course of performing their assigned duties, to be alert to unsafe practices, equipment, and conditions, and to follow the safety regulations and requirements of the University, and to report any unsafe practices or hazardous conditions to their immediate supervisors. Employees who believe they have been subjected to reprisal for making such reports may make complaints pursuant to the University's Whistleblower Policy.
3. An employee shall not be required to perform work which they reasonably believe is unsafe, including work assignments for which they do not have the proper training, skill set or equipment, until the safety concern of the employee has been reviewed by Environment, Health and Safety or designee. Management shall contact Environment, Health and Safety or designee, and the employee may be reassigned to perform other work. If the work in question is determined to be safe by the Director of Environment, Health and Safety or designee, the employee may be ordered to perform the work. If the safety matter is not resolved satisfactorily, the Union may consult with the appropriate Davis Campus or Health System Labor Relations Director or designee, who shall investigate the safety matter and advise the Department and the Union of any findings or recommendations. The parties may agree to engage in non-binding mediation.
4. If an employee believes they cannot perform assigned duties based on their health condition, the employee must immediately inform the supervisor who may in the supervisor's sole discretion, temporarily reassign the employee's job duties, refer the employee to a University-selected healthcare provider at the University's expense, or send the employee home. If an employee is sent home, the University may require medical certification releasing the employee to return to work.

When an employee provides documentation that the employee's medical condition makes it unsafe to perform the duties of their position, the provisions of Article XX- Reasonable Accommodation-shall apply.

B. Personal Protective Equipment

1. The University reserves the right to require certain unit employees to wear protective clothing or equipment. If the University requires employees to wear protective clothing or equipment, the

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University will provide or reimburse for such items. The University will require employees to wear protective clothing only when performing work that exposes them to hazards. The parties agree that in some instances an employee's uniform also serves as personal protective equipment, and in those cases the extent to which the uniform must be worn is governed by Article xx – Uniforms, Tools and Equipment.

2. Protective clothing is attire worn over or in place of personal clothing to protect the employee's clothing from damage or abnormal soiling. Protective equipment protects the employee from exposure to hazardous working conditions. Such equipment may include, but is not limited to, safety glasses, goggles, respirators, masks, ear protectors, hard hats, harnesses, protective clothing required by federal or state regulations, safety shoes and gloves. When provided, such equipment shall be worn/used by the employee when appropriate.

C. Prescription Glasses

An employee required to wear prescription glasses will pay for the medical eye examination. Each employee who requires corrective safety glasses shall receive one pair per year. The University will supply one set of safety lenses and frames each year to each employee required to wear prescription glasses within departmental guidelines. The cost shall not exceed \$250 per year unless departmental guidelines increase the maximum amount for any other represented or unrepresented employees. The selection of safety glasses available to workers shall include glasses that are under the \$250 limit.

D. Protective Sho

1. the University shall reimburse an employee in accordance with Appendix XX (2022 \$220, 2023 \$230, 2024 \$240 and 2025 \$250) toward the actual purchase of protective shoes, inserts, and laces which are approved by the Department. If the Department reimburses an employee for protective shoes, they are required to wear them while working; or

2. Directly reimburse a designated vendor for protective shoes, inserts, and laces for an employee in accordance with Appendix XX (2022: \$220, 2023: \$230, 2024: \$240, 2025: \$250). If the employee selects a protective shoe that exceeds the amount listed in Appendix XX, they will be responsible for paying the vendor the difference. If the Department directly reimburses a vendor for a protective shoe, an employee is required to wear them while working.

E. Disputes

Disputes concerning this Article shall not be subject to the Arbitration Procedure of this Agreement.

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ARTICLE XX HOLIDAYS

1. Full-time employees in career positions shall be eligible for holiday pay in accordance with the following conditions:
 - a. An employee shall receive holiday pay if on pay status on their last scheduled work day before the holiday and on the first scheduled work day following the holiday.
 - b. A new or rehired employee shall receive pay for any holiday immediately preceding their first day of work provided the holiday is the first working day(s) of the month.
 - c. A continuing employee who is on approved leave without pay, temporary layoff, or furlough for a period of not more than twenty (20) calendar days, including holidays, shall receive pay for any holiday occurring in that period.
 - d. A terminating employee shall receive pay for any holiday immediately following their last day of work provided the holiday is the last working day(s) of the month.
 - e. Part-time employees shall be eligible to receive proportionate holiday pay up to a maximum of eight (8) hours per holiday.
2. A full-time employee in a limited (casual) position and any part-time employee shall receive proportionate holiday pay up to a maximum of eight (8) hours per holiday based on hours on pay status, excluding holiday hours, over one-half (1/2) of the full-time working hours of the month or quadri-weekly cycle. Holiday pay is not granted for a holiday that occurs before the first day of work for a new or rehired employee or after the last day of work for a terminating employee.

B. Holidays Observed

The following days shall be granted as holidays:

New Year's Day

Martin Luther King's Birthday

President's Day

Cesar Chavez Day as designated by the Chancellor (the last Friday in March)

Juneteenth

Memorial Day

Independence Day

Labor Day

Veterans' Day

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Thanksgiving Day

Day after Thanksgiving

Christmas Eve

Christmas Day

New Year's Eve

Holidays are considered to extend over a twenty-four (24) hour period, but no employee may receive more than eight (8) hours of holiday pay for each holiday.

If the University establishes a new holiday, the new holiday will be added to the above list of holidays observed.

C. Holidays on Saturday or Sunday

When a holiday falls on a Sunday, the following Monday is observed as a holiday. When a holiday falls on a Saturday, the preceding Friday is observed as a holiday unless an alternative day is designated by the President of the University.

D. Compensation for Holiday Work

When an employee's work schedule requires them to work on an observed holiday the employee shall be paid at one and one-half two (2.5) times their regular hourly rate of pay. Such employee(s) shall also receive eight (8) hours holiday pay at their base rate of pay plus any shift differential. Subject to supervisor's written approval, Alternatively, such employee(s) may take a holiday paid off during the same pay period rather than receive eight (8) hours holiday pay or may bank 8 hours of Compensatory Time Off (CTO). Such employee(s) shall also receive eight (8) hours holiday pay at their base rate of pay plus any shift differential, or may elect to bank eight (8) hours of CTO. Subject to supervisor's written approval, such employees may instead take a holiday paid day off to make up for the lost holiday during the same pay period rather than receive eight (8) hours holiday pay or CTO.

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E. PREMIUM PAY FOR WORK ON SPECIFIED HOLIDAYS CHRISTMAS DAY and NEW YEAR'S DAY.

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In addition to holiday pay on an observed holiday, an employee shall be paid at the rate of time and one-half (1-1/2x) regular pay for hours actually worked on the following holidays when they Christmas Day and New Year's Day when it they falls on a different day than the observed holiday.

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1. Independence Day

2. Christmas Day

3. New Year's Day

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EF. Alternate Full-Time Work Schedule

An employee on an alternate full-time work schedule is entitled to the same number of holidays and the same number of paid holiday hours as are granted to regularly scheduled employees. An employee whose regular day off falls on a holiday observed by the University shall receive eight (8) hours holiday pay at their base rate of pay plus any shift differential.

F. Special or Religious Holidays

An employee may observe a special or religious holiday, provided work schedules permit and provided that the time off is charged to accrued vacation, accrued compensatory time, if any, or is without pay. Requests for such observation shall not be denied unreasonably.

Accepted and agreed to by:

FOR THE UNIVERSITY

Stephen M. Green

6/22/22

Date

FOR TEAMSTERS LOCAL 2010

Taryn Chil

6-22-22

Date

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ARTICLE XX HOURS OF WORK

A. Work Shift, Work Week, Work Schedules

1. ~~The work week for employees shall be from 12:00 am, Sunday morning to 11:59 p.m. the following Saturday. The standard work week for employees consists of five (5) consecutive days of work within seven (7) consecutive calendar days beginning at midnight Sunday and ending at midnight Saturday (a calendar week). The work schedule for fulltime employees shall be forty (40) hours per week excluding meal times and normally scheduled in shifts of eight (8) hours.~~

2. Work Shift shall be defined as the normally assigned hours of work. The University will provide the Union with the current work shifts of bargaining unit employees upon ratification of this Agreement.

3. Work Week shall be defined as the normally assigned work shifts.

4. Work Schedule shall be defined as an employee's normally assigned days per week and the normally assigned work shift. The University will provide the Union with the current work schedules of bargaining unit employees upon ratification of this Agreement.

5. The standard work schedule for full-time employees shall be forty (40) hours per workweek, normally scheduled in shifts of eight (8) hours with each shift containing a thirty (30) minute unpaid meal period. A standard work schedule shall consist of five (5) consecutive workdays and two (2) consecutive days of rest exclusive of holidays, provided, however that those employees in continuous operation whose work schedules may be altered to accommodate regular rotation changes in shifts would be exempt for the period of rotation. The regular hours of work each day shall be consecutive. Hours of work will be considered consecutive if divided only by normal meal breaks or rest periods.

B. Alternate Work Schedules

1. ~~4/10~~ alternate work schedule shall consist of forty (40) hours per workweek, normally scheduled in shifts of ten (10) hours with each shift containing a thirty (30) minute unpaid meal period. An alternate work schedule shall consist of four (4) consecutive workdays and three (3) consecutive days of

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rest exclusive of holidays. The regular hours of work each day shall be consecutive. Hours of work will be considered consecutive if divided only by normal meal breaks or rest periods.

2. ~~9/80 alternate work schedule shall consist of nine-hour shifts on four consecutive days during each calendar week plus an additional eight-hour shift every other week. In calendar weeks in which the employee works the eight-hour shift, the eight-hour shift shall be worked on (1) the day following the fourth consecutive nine-hour workday or (2) on the day prior to the four consecutive nine-hour work days. The work week period for the 9/80 begins at the midpoint of the biweekly eight-hour day so that the first four hours of the eight-hour shift shall fall within one workweek; and the last four hours of the eight-hour shift shall fall within the next work week. Accordingly, each work week shall consist of forty hours. An employee shall not be entitled to overtime pay unless the employee works in excess of the foregoing schedule.~~ An alternate 9/80 work schedule shall consist of nine-hour shifts on four consecutive days during each calendar week plus an additional eight-hour shift every other week. In the calendar week in which the employee works the eight-hour shift, the eight-hour shift shall be worked on (1) the day following the fourth consecutive nine-hour workday or (2) on the day prior to the four consecutive nine-hour workdays.

3. ~~4/12 3/12~~ alternate work schedule shall consist of forty (40) hours per workweek. Scheduled ~~three (3) two (2)~~ twelve (12) hour shift and ~~one (1) four (4) two (2) eight (8)~~ hour shift per week, with each twelve (12) hour shift containing a thirty (30) minutes unpaid meal period.

~~4. Health System Central Plant shall continue their current alternate work schedules.~~

~~5. Employees who have completed their regular schedule of work for the day or week will be relieved from work at least a full twelve (12) hours before starting work on their next shift. An employee who is relieved for less than a full twelve (12) hours before the start of the next shift shall be paid overtime for such a shift.~~

~~6. Requests for alternate work schedules and or work shifts shall not be unreasonably denied.~~

4. Employees who have completed their regular schedule of work for the day or week will be relieved from work at least a full ~~ten (10) twelve (12) twelve (12) hours ten twelve (10) hours (12) h~~ hours before starting work on their next shift. An employee who is relieved for less than a full ~~twelve (12) ten (10) twelve (12) twelve ten (10) twelve~~ hours before the start of the next shift shall be paid overtime for such a shift. Employees whose regular schedule is twelve (12) hours per shift will be relieved from work at

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least a full eleven (11) hours before starting work on their next shift. Such employees- who are relieved for less than a full eleven (11)- hours before the start of the next shift shall be paid overtime for such a shift.

~~6. Requests for alternate work schedules and or work shifts shall not be unreasonably denied.~~

~~6. The University will review employees' alternative work schedule requests. Such requests shall not be unreasonably denied. This provision is not subject to Article XX Arbitration Procedure.~~

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5. The University will review employees' alternative work schedule requests. Such requests shall not be unreasonably denied. This provision is subject to Article XX Grievance Procedure through Step 2. This provision is not subject to Article XX Grievance Procedure or Article XX Arbitration Procedure.

C. Meal Periods

1. Employees shall receive a thirty (30) minute unpaid meal period at or near the midpoint of their shift except that employees working a straight eight-hour shift shall be permitted to take a meal period when conditions permit; such time shall be considered time worked for pay purposes.

2. Any employee who is required to forego a meal period or required to return to work during a meal period shall be paid for the meal period and the time shall be considered as time worked for overtime purposes.

~~3. An employee required to remain on the job at their work station for their full shift period shall be permitted to take a meal period, not to exceed thirty (30) minutes, when and as their duties permit. Such meal period shall be counted as time worked.~~

3. An employee required to stand watch and remain on the job at their work station for their full shift period shall be permitted to take a meal period eat at their work station while on pay status take a meal period not to exceed thirty (30) minutes, when and as their duties permit. Such meal period shall be counted as time worked. Such meal period shall be counted as time worked.

Commented [TA3]: UCSD K 6

4. An employee who is required to work overtime must take a thirty (30) minute unpaid meal break, conditions permitting, if the overtime worked is more than six (6) hours.

Commented [TA4]: Employees required to stand watch for the full shift shall be permitted to eat when and as their duties permit, and such meal time, not to exceed thirty (30) minutes, shall be counted as time worked. UCI Irvine K9. and

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5. The University agrees to reimburse employees who are traveling on official University business for meals, under the same terms and conditions as provided to non-represented staff employees who are not managerial, supervisory or confidential.

D. Work Schedules: Shift Hours

1. ~~Work schedules for the period January 15 of one year through January 14 of the following year shall be posted on bulletin boards prior to the preceding December 1 and shall remain posted throughout the life of the schedule. Work schedules may be adjusted due to climate, weather, environment, and or impact on health, when requested by the employee.~~

[Work schedules may be adjusted due to climate, weather, environment, and the impact on health, when requested by the employee.](#)

2. When positions are vacated, shop seniority shall be used to re-bid the vacancy first. New hires shall occupy the open shift after the seniority bidding process has been completed.

3. All shift rotations shall be scheduled so that each employee is guaranteed at least the same number of hours within the pay period that they would have received had there been no shift change.

~~4. Bargaining unit employees are expected to be in uniform and safety shoes at the beginning of their shifts.~~

~~4. Bargaining unit employees are expected to be in uniform and safety shoes at the beginning of their shifts.~~

~~Bargaining unit employees are expected to be in uniform and safety shoes at the beginning of their shifts.~~

~~5.5.5. If the University requires an employee to change into or out of personal protective equipment (PPE) uniform, including protective clothing and equipment as defined in Article XX., at the work site, a maximum reasonable time for this purpose shall be allotted and shall not exceed of fifteen ten (151010) minutes shall be allowed for this purpose after the beginning and prior to the end of the work shift. Employees not required to change into or out of uniform at the work site at the work site will not be granted uniform change time.~~

Commented [GA5]: Language is same as UCLA Article 12: Hours of Work section C.2.

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~~4. Bargaining unit employees are expected to be in uniform and safety shoes at the beginning of their shifts. If the University requires an employee to change into or out of personal protective equipment (PPE) uniform, including protective clothing and equipment as defined in Article XX, a reasonable time for this purpose shall be allotted and shall not exceed fifteen ten fifteen ten (1510151015) minutes for the purpose of donning and doffing after the beginning and prior to the end of the work shift. —4. Bargaining unit employees are expected to be in trade specific uniform and safety shoes at the beginning of their shifts.~~

~~5. If the University requires an employee to change at the work site into or out of uniform, protective clothing and equipment as defined in Article XX Health and Safety, a reasonable time for this purpose shall be allotted and shall not exceed fifteen (15) minutes. Employees who are not required to change into or out of uniform at the work site will not be granted uniform change time.~~

~~5. When the University requires an employee to change into or out of uniform, including protective clothing and equipment as defined in Article XX Health and Safety, at the work site, a maximum of ten minutes shall be allowed for this purpose after the beginning and prior to the end of the work shift. Employees not required to change into or out of uniform at the work site will not be granted uniform change time. Employees provided uniforms by the University that are laundered by the University shall change at the work site.~~

~~4. —Bargaining unit employees are expected to be in trade specific uniform and safety shoes at the beginning of their shifts. Employees are not required to change at the work site unless their uniform is soiled or contaminated.~~

~~4. If When the University requires an employee to change at the work site into or out of uniform, protective clothing and equipment as defined in Article XX Health and Safety, a reasonable time for this purpose shall be allowed and shall not exceed ten (10) minutes. Employees who are not required to change into or out of uniform at the work site will not be granted uniform change time. Employees provided uniforms by the University that are laundered by the University shall change at the work site. In those instances that employees change all or part of the uniform at home, employees will not be responsible for lost uniforms. If employees need to change into a clean uniform that is left at home, they will be allowed University paid time to retrieve them.~~

Commented [TA6]: PPSM 30 COMPENSATION When the University requires an employee to change into or out of uniform, engage in special washing or cleaning procedures, or perform other activities on or at a University facility before or after the work period, the time spent in such activities is considered time worked.

K4 Hours of Work 3. If the University requires an employee to change into or out of uniform, including protective clothing and equipment as defined in Article 30.B., at the work site, a maximum of ten minutes shall be allowed for this purpose after the beginning and prior to the end of the work shift. Employees not required to change into or out of uniform at the work site will not be granted uniform change time.

Commented [GDA7]: Section F. Clean-up Period language should address concerns about soiled clothes.

Commented [TA8]: AFSCME EX

B. UNIFORM CHANGE TIME

When an employee is required to change into or out of uniform at the work site, a maximum of ten minutes shall be allowed for this purpose after the beginning and prior to the end of the work shift. Employees not required to change into or out of uniform at the work site will not be granted uniform change time.

Commented [TA9]: the California Supreme Court held in *Flekin v. Apple, Inc.* that the time spent by employees waiting for and undergoing security checks of bags and other personal items is compensable time under California law, even when the policy only applies to employees who choose to bring personal items to work. The court ruled that employee choice is a consideration but ruled that it was not the only consideration.

Instead, the court provided a multi-factor test within which to analyze the employee choice issue. Particularly with respect to "onsite employer-controlled activities," the court ruled that the issue of whether the time is compensable depends on a number of factors, which include:

The mandatory nature of the activity;
The location of the activity;
The degree of the employer's control;

... [1]

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~~56565.~~ Management shall provide to the affected employees and the Union ~~twenty-one (21)~~ thirty (30) calendar days' notice of its intent to create a new shift or work week. Upon timely request of the Union, the parties shall meet and ~~confer-discuss over~~ proposed changes to shift hours for a standard work schedule; and alternate work schedules. Proposed shift hours for an alternate work schedule shall be subject to meet and confer.

~~6.~~ An employee shall be notified of any change to an existing work week or shift at least ~~thirty (30)~~ calendar days in advance, except for an emergency. An emergency as used herein is defined to mean an occurrence of a serious nature, developing suddenly and unexpectedly, and requiring immediate action to protect life, safety, and health. Where a change in work week or shift is made without the requisite ~~thirty (30)~~ calendar days' notice, excluding changes to meet emergencies, an employee will be compensated at the overtime rate defined in Article XX – Overtime, of this Agreement for all time worked on the new schedule or shift during the ~~thirty (30)~~ calendar day notice period. This notification requirement does not apply to employees covered by Article XX – Apprentices. Work schedule changes shall not be made for disciplinary purposes.

~~67.a.~~ An employee shall be notified of any change to an existing work week or shift at least thirty (30) calendar days in advance, except for an emergency. An emergency as used herein is defined to mean an occurrence of a serious nature, developing suddenly and unexpectedly, and or requiring immediate action to protect life, safety, and health, or comply with regulatory requirements Where a change in work week or shift is made without the requisite thirty (30) calendar days' notice, excluding changes to meet emergencies, the change in work week or shift shall not occur until the notice provision of this section is met, unless agreed to by the affected employee, and a grievance is filed, the employee shall remain on the normal work schedule until resolution.

~~b.~~ When a change in work week or shift is made without the requisite thirty (30) working days' notice, an employee will be compensated at the overtime rate defined in Article XX – Overtime, of this Agreement for all time worked on the new schedule or shift during the first (5) days of the change.

~~b.~~ When a change in work week or shift is made without the requisite thirty (30) working days' notice, an employee will be compensated at the overtime rate defined in Article XX – Overtime, of this Agreement for all time worked on the new schedule or shift during the first (5) days of the change.

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~~Cb. This notification requirement does not apply to employees covered by Article XX – Apprentices. Work schedule changes shall not be made for disciplinary purposes, but the University may temporarily change an employee's work schedule for training purposes related to performance concerns.~~

~~7. In the event of a shift change in the present shift structure, the most senior person in the craft will have the right of first refusal. Seniority, for the purposes of this section, shall be defined as the start date in the shop. If equal, the tiebreaker will be the University hire date.~~

~~8. There shall be no rotating shifts except at Medical Center Central Plant.~~

~~8. There shall be no rotating shifts except at Medical Center Central Plant.~~

~~7. There shall be no rotating shifts except at Medical Center Central Plant.~~

~~7. There shall be no rotating shifts except at Medical Center Central Plant.~~

~~7. There shall be no rotating shifts except at Medical Center Central Plant.~~

~~7. There shall be no rotating shifts except at Medical Center Central Plant. The University may use rotation to fill vacant shifts on a temporary basis during an active recruitment, on a temporary basis during an active recruitment.~~

~~9. If an employee reports to work as scheduled and is not notified that their work schedule has been changed, they shall be paid for four (4) hours at the overtime rate.~~

~~DE.~~ Rest Periods

~~Rest periods not to exceed fifteen (15) minutes shall be provided to employees no more than twice in an eight (8), nine (9) or ten (10) hour shift and no more than 3 in a twelve (12) hour period. Employees may combine breaks with the lunch period with supervisor written approval. Employees may combine breaks with the lunch period. Rest periods not granted, or granted and not used, shall not be accumulated. Rest periods shall be granted unless operational necessity requires that they be denied, but if denied shall be granted as soon as practicable thereafter.~~

~~EF.~~ Clean-Up Period

Commented [TA11]: UCI K9 7 4, UC SC 18

Commented [GDA12]: This language should address concerns about soiled clothes

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A clean up period shall be deemed University time. Each employee shall be permitted an appropriate length of time not to exceed 1510 minutes for a clean-up period at the end of each work shift, as necessary.

FG. Call-Back Time

1. Call-back refers only to those instances when an employee is ordered back to work without prior notice after completing a shift and leaving the premises or when prior notice is given but the work begins at least ~~on (1) three (3) hours~~ after the completion of the regular work schedule.
2. An employee who is called back shall receive credit for a minimum of ~~four (4) four three (434)~~ four (4) hours of work time.
3. Call-back shall be paid at the rate of one and one-half (1-1/2) times the regular hourly rate.

Commented [TA13]: K4, k6, k8,k9

GH. On-Call

1. On-call is time during which an employee is not required to be at the work location but is expected to be available for return to work.

An employee placed on-call shall, except as provided in paragraph 2 below, be compensated at ~~\$7.0015.00 per hour~~ forty percent (40%) of their base rate for each hour on-call. An employee who is called to work after working their shift shall receive credit for a minimum of ~~four four (4) three (43) hours~~ of overtime at the rate of one and one half (1-1/2) times the regular hourly rate.

2. ~~The on-call rate will be \$7.00 15.007.50\$10.00 (ten dollars) \$7.50 25%\$9.009.75\$9.00 per hour \$9.00 per hour and fifty cents (\$9.50 starting July 1, 2023, \$9.50 starting in July 1, 2024, \$9.75 starting July 1, 2025, \$10.00 starting July 1, 2026) the state minimum wage or 40% of their base rate, whichever is greater. The on-call rate will be \$ Nine dollars (\$9.00 starting July 1, 2023, \$9.50 starting in July 1, 2024, \$9.75 starting July 1, 2025, \$10.00 starting July 1, 2026) or 25% of their base rate, whichever is greater~~ when management requires the employee to meet all of the following conditions: 1) to be reachable by telephone 2) to remain within a sixty (60) minute response time of UC Davis; and 3) to refrain from activities which might impair their ability to perform assigned duties. An employee who is called to work shall receive credit for a minimum of ~~four four three (43) four (434)~~ hours of overtime at the rate of one and one-half (1-1/2) times the regular hourly rate.

Commented [GDA14]: This proposal is a 29% increase from current on-call rate.

Commented [GDA15]: This proposal is a 29% increase from current on-call rate.

Commented [TA16]: K4 20%, Km 20%, k8 25%, K7 25%, k6 25%

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3. ~~On-call assignments shall be on a rotation basis. It is the responsibility of management to maintain the rotation list. For purposes of this Article, rotation means that the last employee to be offered on-call will be considered last for a new on-call assignment. When an employee is unable to complete their scheduled on-call shift based on illness, vacation or other management approved reason, Employees-employees~~ may volunteer to work on-call assignments and qualified volunteers will be assigned first in order of ~~shop~~ seniority. In the absence of sufficient, qualified volunteers, the University shall make on-call assignments in inverse order of seniority among all qualified employees in the same classification in the same organizational unit and work location. ~~On-call assignments shall be on a rotation basis. For purposes of this Article, rotation means that the last employee to be offered on-call will be considered last for a new on-call assignment. It is the responsibility of management to maintain the rotation list.~~

4. Employees contacted by management or designee, while on-call or during non-scheduled hours, and asked to work remotely (e.g., answering questions over the phone or logging into a computer) shall be paid a minimum of one (1) hour of pay if the employee responds. Employees will be paid for the actual time worked if it exceeds one (1) hour. Employees will be paid no more than one (1) hour of pay if they are contacted on multiple occasions during the same 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 (1) hour of pay per occurrence.

~~H~~I. Trading of Shifts

An employee may request in writing to trade shifts with another employee. Upon receipt of such written request, a supervisor, at their discretion, may approve the request. Requests to trade shifts shall not be unreasonably denied. No penalty payment will be made for shifts traded at the request of the employee.

~~I~~J. Temporary Work Location

If an employee is temporarily assigned to work at a location other than in their regularly assigned section or geographical area, ~~they shall report to their normal the new~~ they shall report to ~~the new~~ work location unless otherwise directed by the University. ~~The University shall pay mileage when employees are required to report to work at a location other than in their regularly assigned work location and use their personal vehicle.~~

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The University shall pay per diem and cover the cost of meals, travel, and lodging at the same rates allowed for other University employees.

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ARTICLE XX – JOINT HEALTH AND SAFETY COMMITTEE

A. Purpose

The University and the Union agree to maintain a joint Management/Labor Health and Safety Committee. The purpose of the Health and Safety Committee is to advise UC Management about safety matters, including implementation of safety regulations and safety training, in the work environment..

B. Composition

The committee shall be comprised of up to five(5) bargaining unit employees designated by Teamsters Local 2010 and two (2) non-employee Teamsters Local 2010 staff representatives. There shall be no more than two (2) employees from UC Davis Health, two (2) employee from Facilities Management, and one (1) employee from Student Housing and Dining. Among these five (5) bargaining unit employees, no more than one (1) can be from Central Plant Health and one (1) can be from Central Plant Campus. The University may designate up to seven(7) representatives to be on the safety committee. Additional bargaining unit employees and management representatives may be in attendance at a safety committee meeting upon mutual agreement of the parties.

C. Procedures

The Committee shall meet at least four (4) times per year unless otherwise agreed upon by the parties. The parties may schedule additional meetings upon mutual agreement. An employee may submit safety matters to the Committee for review and recommendation. The procedures by which the Safety Committee operates shall be determined by mutual agreement of the parties.

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ARTICLE XX - JOINT HEALTH AND SAFETY COMMITTEE

A. Purpose

The University and the Union agree to maintain a joint Management/Labor Health and Safety Committee. The purpose of the Health and Safety Committee is to advise UC Management about safety matters, including implementation of safety regulations and safety training, in the work environment. ~~The committee shall review illness and injury reports, survey safety officers, and workers compensation injury reports.~~

B. Composition

The committee shall be comprised of up to ~~eight five seven five (8575)~~ bargaining unit employees designated by Teamsters Local 2010 and two (2) non-employee Teamsters Local 2010 staff representatives. ~~There shall be no more than two (2) employees from UC Davis Health, two (2) employee from Facilities Management, one from Central Plant Health, one from Central Plant Campus, and one (1) employee from Student Housing and Dining. Among these five (5) bargaining unit employees, no more than one (1) can be from Central Plant Health and one (1) can be from Central Plant Campus.~~ The University may designate up to ~~eight eight seven (878)~~ representatives to be on the safety committee. ~~The eighth University representative, if any, shall be a non-participating facilitator.~~ Additional bargaining unit employees and management representatives may be in attendance at a safety committee meeting upon mutual agreement of the parties.

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C. Procedures

The Committee shall meet at least four (4) times per year ~~unless otherwise agreed upon by the parties.~~ The parties may schedule additional meetings upon mutual agreement. An employee may submit safety matters to the Committee for review and recommendation. The procedures by which the Safety Committee operates shall be determined by mutual agreement of the parties.

~~D. Released Time and Pay Status~~

~~Health and safety committee members will be provided with release time with pay. In addition, reasonable released time with pay shall be granted to committee members for committee business such as health and safety inspections, employee surveys, and other health and safety related activities. Employees shall request released time at least twenty-four (24) hours in advance. Employees so released shall be granted leave with pay.~~

*Tentative Agreement
Page 401 11-17-21*

Stephen M. Green
Tentative agreement 11/17/2021

ARTICLE XX

LABOR-MANAGEMENT RELATIONS

A. Labor Management Meetings shall be scheduled quarterly, unless the parties otherwise agree, at the request of a designated Teamsters Local 2010 representative or the designated University official. The purpose of labor management meetings is to informally discuss actual or potential employer-employee relations problems. Items to be included on the agenda for labor-management meetings are to be submitted at least seven calendar days prior to the scheduled date of the meeting if at all possible.

B. Such meetings are not considered to be meet and confer sessions and are not intended to add to, delete from, or otherwise modify the Agreement during its term, except that addendums to the Agreement are permitted by mutual agreement of the parties. Such meetings may be conducted in person or remotely, and shall be by mutual agreement.

C. Unless otherwise agreed by the parties, the University will provide release time for a maximum of four (4) bargaining unit employees to attend such meetings when they occur during the employee's shift.

UNIVERSITY


Soraya Asfeh-Mclaughlin

Signature

9/8/2022 2:09 PM

Date

TEAMSTERS LOCAL 2010


Signature

9-8-22

Date

ARTICLE XX - LAYOFF AND REDUCTION IN TIME

The University shall not layoff any bargaining unit employees during the term of this contract.

- A. Should the University determine that layoffs are necessary due to lack of work or lack of funds, the following shall apply.

B. Definitions

1. Temporary layoff affecting a career position is for a specified period of less than four (4) calendar months from the date of layoff.
2. Indefinite layoff affecting a career position is one which is four (4) or more calendar months.
3. Reduction in time is either temporary or indefinite and affects a career position resulting in a reduction in the percentage of full-time employment.
4. Whenever the term layoff is used in this Agreement it shall be construed to encompass both indefinite layoff and indefinite reduction in time as defined above.

- C. The University shall attempt to minimize indefinite layoffs from career positions by first reviewing the necessity for existing limited term and casual/restricted positions within the department. When a vacancy exists within the layoff bargaining unit in an active career position in other classes in the department which are at the same salary level (as determined by the salary range maximum) as the employee's current position, the department head shall reassign an employee scheduled for indefinite layoff to that position, provided that the department head determines that the employee is qualified to perform the duties of that position.

~~C. 2. An employee scheduled for indefinite layoff from a career position shall be considered for transfer to another position within the bargaining unit for which the employee is qualified.~~

D. Temporary Layoff and Temporary Reduction in Time

1. An employee shall be given written notice of the effective date and the ending date of a temporary layoff or reduction in time. Whenever possible, the notice shall be given at least ~~twenty-three~~ (2930) calendar days prior to the effective date. A copy of the notice sent to the employee shall be sent to Teamsters Local 2010 at the same time it is sent to the employee.
2. If an indefinite layoff or indefinite reduction in time should become necessary while an employee is on temporary layoff or reduction in time, the procedures

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for indefinite layoff or indefinite reduction in time, as set forth in Section E below, shall be applied.

E. Indefinite Layoff and Indefinite Reduction in Time

1. Indefinite layoffs and reductions in time are determined by class (title code) or by craft within a department. For purposes of this Article, a craft is defined as employees in the journeyman and lead positions. The order of indefinite layoff and reduction in time of employees in the same class or craft within a department shall be in inverse order of seniority, except that the department head may retain employees irrespective of seniority, who possess skills, knowledge, or abilities which are not possessed by other employees in the same class or craft. Such exceptions shall be documented in writing.
2. Seniority. Seniority shall be calculated by the number of career full-time equivalent months (or hours) of UCD service. Employment prior to a break in service shall not be counted. When employees have the same number of full-time equivalent months (or hours), the employee with the most recent date of appointment shall be deemed the least senior.
3. Notice. Whenever feasible, an employee will receive at least thirty (30) calendar days written notice prior to indefinite layoff or reduction in time. If less than thirty (30) calendar days' notice is provided, the employee shall receive straight time pay in lieu of notice for each additional day the employee would have been on pay status had the employee been given thirty (30) calendar days' notice. A copy of the notice sent to the employee shall be sent to Teamsters Local 2010 at the same time it is sent to the employee. Prior to a layoff, the affected employee shall be notified of benefit continuation and unemployment insurance processes and, in addition, a non- probationary career employee shall be informed of the procedures for recall and preferential rehire.

F. Reemployment from Indefinite Layoff

1. Right of Recall to Department of Layoff. A non-probationary career employee who is separated or whose time base is reduced because of an indefinite layoff shall be recalled in order of seniority into any active and vacant career position for which the employee is qualified. Such position must be in the same class or craft, department and at the same or lesser percentage of time as the position held at the time of layoff.
2. Preference for Reemployment or Transfer. A non-probationary career employee who has been separated or whose time has been reduced due to indefinite layoff or who has received written notice of indefinite layoff or reduction in

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time within the two (2) calendar months prior to the effective date of layoff shall be granted preference within the Unit for reemployment or transfer to any active or vacant career position for which the employee is qualified provided the position is:

- a. At the same salary level or lower (as determined by the salary range maximum), and,
 - b. At the same or lesser percentage of time as the position held at the time of layoff.
3. **Rejection of Employees With Reemployment Rights.** Department heads may reject a non-probationary career employee with preference for reemployment or transfer only if the employee lacks qualifications required of the position. Written reasons for rejection shall be provided by the department head to the employee and to the Union.

G. Duration of Recall and Preference Rights

1. A non-probationary career employee with less than five (5) years of seniority shall have recall and preference rights for reemployment for a period of one (1) year from date of layoff.
2. A non-probationary career employee with at least five (5) but less than ten (10) years of seniority shall have recall and preference rights for reemployment for a period of two (2) years from date of layoff.
3. A non-probationary career employee with ten (10) or more years of seniority shall have recall and preference rights for reemployment for a period of three (3) years from the date of layoff.
4. Employees shall respond affirmatively to periodic inquiries as to their desire to return or availability. In the event that an employee is no longer available or desires not to return, the right to recall and preference for reemployment shall expire one year after the effective date of layoff.
5. Rights to recall and preference for reemployment continue during, but are not extended by, temporary periods of employment in casual University positions.

H. Termination of Right to Recall and Preference

Right to recall and preference for reemployment terminate if an employee:

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- a. Refuses an offer to return to a position, at the same or greater percentage of time, to the department and class or craft from which laid off; or,
- b. Accepts a career position at the same or higher salary level and the same or greater percentage of time as the position held at the time of layoff; or,
- c. Refuses two (2) offers of employment for a career position at the same or higher salary level and the same percentage of time as the position held at the time of layoff; or,
- d. Is no longer available for the reasons specified in Section G.4 above; or
- e. Fails to respond to written notice of an employment opportunity.

I. Acceptance of Employment

Preference for reemployment terminates if an employee accepts any career position at UCD.

J. Service Upon Reemployment

Reemployment within the period of right to recall and preference for reemployment or from temporary layoff provides continuity of service. Benefits and seniority accrue only when on pay status.

K. General Effect on Benefits

1. Subject to the employee's payment of full premiums, an employee on indefinite or temporary layoff may continue, if previously enrolled, in certain group insurance programs for the length of time provided by the University's Group Insurance Regulations.
2. The University's contribution to the cost of a University sponsored health plan will be provided for an employee on temporary layoff or reduction in time for a maximum of three (3) months in a calendar year where the employee's earnings are insufficient to otherwise generate the University's contribution.
3. Retirement system regulations determine the effect on retirement benefits while an employee is on indefinite or temporary layoff

L. Severance Pay

~~Employee who is laid off shall be entitled to severance pay for the number of years of service he or she has rendered to the University.~~

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1. A career employee with at least one full year of service who has received a notice of indefinite layoff may elect in writing, severance pay in lieu of preferential rehire and recall rights within fourteen (14) calendar days of receipt of the notice of layoff. Election is irrevocable. Each campus department shall, in each instance of layoff, including reduction in time, offer severance in lieu of preferential rehire and recall rights to all employees in the department affected by the layoff. Severance pay shall be in accordance with the following:

a. An employee who elects severance pay in lieu of preference for reemployment and the right to recall shall be paid a lump sum amount of one week (5 workdays) of salary for each full year of service from the most recent break in service, up to a maximum of 16 weeks of base pay.

b. An employee whose time has been reduced indefinitely and who elects severance pay in lieu of preference for reemployment and the right to recall shall receive severance pay for the percent of time reduced in accordance with the payment schedule above.

c. Employees who are laid off following a reduction in time that occurred within 60 calendar days of the layoff notice shall be eligible for severance on the basis of their percentage of appointment just prior to their reduction in time.

d. This section shall not apply to temporary layoff or reduction in time except as provided in Section L.1.c. above.

2. An employee who has received severance pay under this provision and who returns to work in a career position with the University at the same or higher salary and same percentage of time as the position held at the time of the layoff shall repay to the University the portion of severance pay received that exceeds the time the employee was laid off. Before returning to work, the employee must make repayment in full or sign a repayment agreement.

3. Should an employee be returned to work as a result of a grievance, arbitration, or settlement agreement related to the layoff, any severance pay received will be deducted from the back pay award. An employee cannot be returned to work without first repaying the severance or signing a severance repayment agreement.

FOR THE UNIVERSITY

Stephen M. Green

4/21/22

Date

FOR TEAMSTERS LOCAL 2010

Jamy chl

4-21-22

Date

TA FOR UCD 4/28/23

Tamr chul TA 4-28-23

Leaves of Absence

[UC Davis-Teamsters Local 2010 January 12, 2022 Skilled Crafts \(K3\) Negotiations](#)

[Union Proposal #1](#)

[University Proposal 1 11.2.2022](#)

[Union Proposal 2 December 15, 2022](#)

[University Proposal 2 April 2023](#)

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GENERAL PROVISIONS

A. GENERAL PROVISIONS

In accordance with the provisions of this Article, leaves of absence, with or without pay, may be approved by the University. If applicable state or federal law requires the University to offer any leave in a manner that would be more generous to employees than is currently provided in this Article, the University will comply with the law.

1. Benefit Eligibility

- a. For purposes of benefit eligibility, an approved leave without pay shall not be considered a break in service. Unless continuation of benefits is required by this Article or otherwise required by law, an eligible employee on approved leave without pay may elect to continue University-sponsored benefit plans (as determined by plan documents and regulations) for the period of the leave by remitting, in accordance with the provisions of the applicable plan(s), the entire premium amount due for the period of approved leave. Regulations of the retirement systems determine the effects of leave without pay on retirement benefits.

2. Requests for Leave

Except as provided under Section B.1.e., below, or otherwise provided by law, requests for leaves of absence and extensions thereof, both with and without pay, shall be submitted in writing to the University. Such requests shall be submitted sufficiently in advance of the requested leave date to provide the University time to assess the operational impact of granting the request. If the employee learns of the event giving rise to the need for leave more than 30 days in advance, the employee shall provide the University with notice as soon as the employee learns of the need for leave and, at a minimum, with 30 days' advance, written notice. If the employee learns of the event giving rise to the need for leave less than 30 days in advance, the employee shall provide the University with as much advance, written notice as possible and, at a minimum, with such notice no more than five working days after learning of the event. All requests for leave shall contain the requested beginning date, end date, and estimated duration of the leave, and any additional information, as required.

Commented [TA1]: Numbering of the article is confusing. In this case there are two Number 1: General Provisions and Benefit Eligibility. Than Sections start to be Big Lettered A Family and Medical Leave instead of a Number. No Section Titled B. But a Section Titled C. Pregnancy Disability Leave

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3. Duration

For leaves other than Family and Medical Leave (FML) and Pregnancy Disability Leave, which are addressed in Sections B.1.c. and Section C.1., respectively, below, the duration, ~~terms of the~~ and the date of return are determined when the leave is granted, and shall be communicated to the employee, in accordance with the provisions of this Article. For leaves other than FML and Pregnancy Disability Leave, written confirmation shall be provided when the University determines such confirmation is appropriate. Except as provided in this Article or as may otherwise be required by law, the total aggregate of leaves of absence taken in any combination granted under this Article generally shall not exceed six (6) months.

4. Return to Work

- a. Except as provided in Section B.1.~~ii~~ and Section C.5. for return from Family and Medical Leave (FML) and Pregnancy Disability Leave, respectively, or as otherwise required by law, an employee who has been granted an approved leave with or without pay shall be returned to the same or a similar position in the same department/division when the duration of the leave is six calendar months or less, or 12 months, if extended. If the position held has been abolished or affected by layoff during the leave, the employee shall be afforded the same considerations that would have been afforded had that employee been on pay status when the position was abolished or affected by layoff. The date of return to work is determined when the leave is granted.
- b. An employee who has exhausted their original leave entitlement and who has been granted additional leave under another section of this Article or pursuant to a statutory right shall be reinstated in accordance with the provisions of the section under which the additional leave was granted or pursuant to law.
- c. An employee shall not be granted a leave of absence beyond the ending date of the employee's appointment or predetermined date of separation.

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A.B. FAMILY AND MEDICAL LEAVE (FML)

The University shall adhere to state and/or federal law. An employee who is eligible for Family and Medical Leave (FML) and has not exhausted their FML entitlement for the leave year, as discussed below, may take FML for any of the following six reasons, as described in greater detail in this Section below:

- Due to the employee's own serious health condition (Section B.2.)
- To care for a family member with a serious health condition (Section B.3.)
- As Pregnancy Disability Leave (Section B.4.)
- As Parental Bonding Leave (Section B.5.)
- As Military Caregiver Leave (Section B.6.)
- As Qualifying Exigency Leave (Section B.7.)

FML is unpaid leave, except as otherwise provided in Section B.1.g., below.

1. General Provisions for FML

a. Definitions Specific to FML / CFRA

- 1) “Child” means a biological child, adopted child, foster child, stepchild, legal ward, or child for whom the employee stands in *loco parentis*.
- 2) “Parent” means a biological parent, foster parent, adoptive parent, stepparent, legal guardian or individual who stood in *loco parentis* to the employee when the employee was a child. “Parent” does not include the employee's grandparents or mother-in-law or father-in-law unless they stood in *loco parentis* to the employee when the employee was a child.
- 3) “Parent-in-law” means the parent of the employee’s spouse or domestic partner.
- 4) “Spouse” means a partner in marriage.
- 5) “Domestic Partner” means an individual designated as an employee's domestic partner under one of the following

methods: (i) registration of the partnership with the State of California; (ii) the establishment of a same-sex legal union, other than marriage, formed in another jurisdiction that is substantially equivalent to a State of California-registered domestic partnership; or (iii) filing of a Declaration of Domestic Partnership form with the University. If an individual has not been designated as an employee's domestic partner by any of the foregoing methods, the following criteria are applicable in defining domestic partner: each individual is the other's sole domestic partner in a long-term, committed relationship with the intention to remain so indefinitely; neither individual is legally married, a partner in another domestic partnership, or related by blood to a degree of closeness that would prohibit legal marriage in the State of California; each individual is 18 years of age or older and capable of consenting to the relationship; the individuals share a common residence; and the individuals are financially interdependent.

- 6) **"Grandchild"** means the child of an employee's child.
- 7) **"Grandparent"** means the parent of the employee's parent.
- 8) **"Sibling"** means a person related to the employee by blood, adoption, or by having a common legal or biological parent.
- 9) **"Serious health condition"** is an illness, injury (including, but not limited to, on-the-job injuries), impairment, or physical or mental condition that involves either inpatient care or continuing treatment, including, but not limited to, treatment for substance abuse.
 - a) **"Inpatient care"** means a stay in a hospital, hospice, or residential health care facility, any subsequent treatment in connection with such inpatient care, or any period of incapacity. A person is considered an "inpatient" when a health care facility formally admits them to the facility with the expectation that they will

remain at least overnight and occupy a bed, even if it later develops that such person can be discharged or transferred to another facility and does not actually remain overnight.

- b) **“Incapacity”** means the inability to work, attend school, or perform other regular daily activities due to a serious health condition, its treatment, or the recovery that it requires.
- c) **“Continuing treatment”** means ongoing medical treatment or supervision by a health care provider, as defined below.
- 10) **“Health Care Provider”** is an individual who is a doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices; a podiatrist, dentist, clinical psychologist, optometrist, chiropractor (limited to the treatment of the spine to correct a subluxation as demonstrated by x-ray to exist), physician assistant, nurse practitioner or nurse mid-wife performing within the scope of their duties as defined under State Law; a Christian Science practitioner; or any health care provider that the employee's health plan carrier recognizes for purposes of payment.

11) “Designated person” is any individual related by blood or whose association with the employee is the equivalent of a family relationship.

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b. Eligibility Criteria for FML

- 1) Employees who have at least twelve (12) cumulative months of University service and have at least 1,250 hours of actual service (as defined below) during the twelve (12) month period immediately preceding the commencement of the initial leave for the qualifying event are eligible for FML under the Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) if leave is requested for an FML-qualifying reason, except as otherwise provided in this

Article. If the employee is taking FML as Pregnancy Disability Leave, the foregoing eligibility requirements do not apply. Further, if the employee is taking baby bonding leave immediately after taking pregnancy disability leave, the 12-month period during which the employee must have worked 1,250 hours is that period immediately preceding the employee's first day of pregnancy disability, of actual service requirement.

- 2) **"1,250 Hours Of Actual Service"** means time actually spent at work and does not include any paid time off, such as vacation, compensatory time, sick leave, or holidays not worked. However, for employees granted military leave, all hours that would have been worked had the employee not been ordered to military duty shall be used to calculate the 1,250 actual hours of work requirement.

c. Duration of Leave

FML shall not exceed twelve (12) workweeks in any calendar year except in the following instances: (1) when it is used for Pregnancy Disability Leave, the employee shall be eligible for leave for the period of actual disability up to four (4) months per pregnancy; (2) when it is used for a combined leave for Pregnancy Disability and Parental Bonding, the employee shall be eligible for up to four (4) months per pregnancy plus up to twelve (12) workweeks; (3) when it is used for Military Caregiver Leave, the employee shall be eligible for up to 26 workweeks of leave in a single 12-month leave period; and (4) when it is used in situations where the employee's FML does not run concurrently under the FMLA and CFRA.

There will be situations where the reason the employee is taking FML will qualify under the FMLA or CFRA, but not both. Therefore, if the employee exhausts their entitlement under one statute, the employee may still be able to take additional FML under the other statute. For example, when an employee exhausts their FMLA entitlement during Pregnancy Disability Leave (which is not a CFRA-qualifying reason), the employee may later use their CFRA entitlement to take Parental Bonding Leave.

For the purposes of FML, twelve (12) workweeks is equivalent to four-hundred eighty (480) hours of scheduled work for full-time employees who are normally scheduled for an eight (8) hours per day five (5) days per workweek (8/40) schedule. While the use of FML need not be consecutive, in no event shall an employee's aggregate use of FML exceed a total of twelve (12) workweeks within a calendar year except in the four situations identified in the first paragraph of this subsection.

- 1) **Hourly Conversion for Part-time or Alternately Scheduled Employees:** For employees who work part-time or a schedule other than an 8/40, the number of FML hours for which the employee is eligible shall be adjusted in accordance with their normal weekly work schedule. An employee whose schedule varies from week to week is eligible for a pro-rated amount of FML based on their hours worked over the twelve (12) months immediately preceding the leave.
- 2) Any leave taken by an eligible employee that qualifies as FML (including leave for a work-incurred injury or illness) will be designated as such by the University and will be counted against the employee's leave entitlement. Such deductions will be made in increments that correspond to the amount of leave time actually taken by the employee (which could be weeks, days, hours, and/or partial hours).

d. Forms in Which FML May Be Taken

FML generally may be taken as a block leave or, in certain circumstances discussed below, on an intermittent or reduced schedule basis.

- 1) **Employee Requests for FML on an Intermittent or Reduced Schedule Basis.**

When medically necessary and supported by medical certification, the University shall grant an eligible employee's request for FML for the employee's serious health condition, to care for a family member with a serious health condition, or as Military Caregiver Leave on an intermittent or reduced

schedule basis, including absences of less than one (1) day. When granted, the University will count only the time actually spent on the intermittent leave or reduced work schedule toward the employee's FML entitlement for the applicable year.

An employee may take FML for Qualifying Exigency Leave on an intermittent or reduced schedule basis.

For requests to take FML as Pregnancy Disability Leave on an intermittent or reduced schedule basis, see Section C., below.

For requests to take FML as Parental Bonding Leave on an intermittent or reduced schedule basis, see Section B.5.e., below.

2) Temporary Transfer to Accommodate Intermittent Leave or Reduced Work Schedule

When the employee's need for intermittent or a reduced schedule FML is foreseeable based on the planned medical treatment of the employee's serious health condition or the planned medical treatment of the employee's family member with a serious health condition, the University may temporarily transfer the employee to an available alternate position for which the employee is qualified and that better accommodates the employee's recurring need for leave. Such alternative position shall have equivalent pay and terms and conditions of employment, but does not need to have equivalent duties.

e. Notification

- 1) The employee shall give the University notice at least thirty (30) calendar days in advance of the leave's anticipated start date if the need for leave is foreseeable. If the need for leave is not foreseeable, the employee shall give the University notice as soon as practicable. Failure to comply with this notice requirement may result in postponement of the leave.

- a) If the need for leave is foreseeable due to the planned medical treatment of the employee's serious health condition or the planned medical treatment of the employee's family member with a serious health condition, the employee shall make reasonable efforts to schedule the treatment so as to minimize disruption to the University's operations, subject to the approval of the employee's health care provider.
 - b) If the need for leave is unforeseeable or actually occurs prior to the anticipated date of foreseeable leave, the employee shall provide the University with as much notice as practicable and, at a minimum, notify the University within five (5) calendar days after learning of the need for leave.
- 2) The University shall determine whether the employee meets the eligibility requirements and qualifies for an FML Leave and shall, within five (5) days of that determination, notify the employee whether the leave is designated as FML Leave. The start date of the leave, the terms of the leave, and the date of return from the leave are determined when the leave is granted.
 - 3) Extensions to an FML Leave may be granted, up to the aggregate maximum of twelve (12) workweeks in a calendar year or as follows, as applicable: (a) for up to 26 workweeks in a single 12-month leave period in the aggregate if FML is being taken as Military Caregiver Leave; (b) for up to four (4) months per pregnancy in the aggregate if FML is being taken as Pregnancy Disability Leave; (c) for up to four (4) months per pregnancy plus twelve (12) workweeks in the aggregate if FML is being taken as a combined leave for Pregnancy Disability and Parental Bonding; and (d) for up to the employee's maximum leave entitlement under the FMLA and/or CFRA, as applicable, in situations where the employee takes FML for different reasons during the calendar year and one or more of those leaves do not run concurrently under the FMLA and CFRA.

f. Certification and Other Supporting Documentation

1) Certification When FML is Taken for the Employee's Own Serious Health Condition

When FML is requested for the employee's own serious health condition, the University may, at its discretion, require that an employee's request for leave be supported by written certification issued by the employee's health care provider. When certification is required by the University, the employee shall be so advised in writing. The University shall not require additional information beyond the information identified below and shall not require a diagnosis. Certification may be provided by the employee on a form given to the employee by the University and shall, regardless of the format in which it is provided, include:

- a) a certification that the employee has a serious health condition as defined in Section B.1.a.9., above, and
- b) a statement as to whether the employee is unable to perform any one or more of the essential assigned functions of the position, and
- c) the date on which the employee's serious health condition began, if known, the probable duration of the condition, and the employee's probable date of return, and
- d) whether it will be medically necessary for the employee to take leave intermittently or to work on a reduced work schedule and, if so, the probable duration of the need for such schedule, and,
- e) if the condition will result in periodic episodes of incapacity, an estimate of the duration and frequency of episodes of incapacity.

2) Certification When FML is Taken to Care for the Employee's Family Member with a Serious Health Condition

When FML is requested so that the employee may care for a family member with a serious health condition, the University may, at its discretion, require that an employee's request for leave be supported by written certification issued by the family member's health care provider. When certification is required by the University, the employee shall be so advised in writing. The University shall not require additional information beyond the information identified below and shall not require a diagnosis. Certification may be provided by the employee on a form given to the employee by the University and shall, regardless of the format in which it is provided, include:

- a) certification that the employee's family member has a serious health condition as defined in Section B.1.a.9., above, and
 - b) a statement that the family member's serious health condition warrants the participation of the employee to provide supervision or care (which includes psychological comfort) during the period of the family member's treatment or incapacity, and
 - c) whether the employee's family member will need supervision or care over a continuous period of time, intermittently, or on a reduced schedule basis; the leave schedule the employee will need in order to provide that supervision or care; and the probable duration of that need for leave.
 - d) In addition, the employee will be required to certify either on the same form or separately what care the employee will provide the family member and the estimated duration of the period of care.
- 3) **Certification When FML Is Taken as Pregnancy Disability Leave**

When FML is taken as Pregnancy Disability Leave, the employee may be required to provide a certification in accordance with Section C.4., below.

4) **Certification When FML Is Taken for Military Caregiver Leave**

When FML is requested as Military Caregiver Leave, the University may, at its discretion, require that the employee provide a certification completed by an authorized health care provider of the covered servicemember, which includes health care providers affiliated with the Department of Defense, the Veterans Administration, and TRICARE, as well as any health care provider (as defined in Section B.1.a.10., above) who is treating the covered servicemember. The certification should provide information sufficient to establish the employee's entitlement to Military Caregiver Leave, including information establishing that the servicemember is a covered servicemember for purposes of Military Caregiver Leave and that the servicemember has a covered relationship with the employee, as well as an estimate of the leave needed to provide the care. When the covered servicemember is a covered veteran, the employee may be required to provide information establishing the servicemember's veteran status, the date of separation from the Armed Forces, and that separation was other than dishonorable.

5) **Certification When FML Is Taken for Qualifying Exigency Leave**

When FML is requested as Qualifying Exigency Leave, the University may, at its discretion, require that the employee provide a copy of the military member's active duty orders. Employees may also be required to provide certification of: (a) the reasons for requesting Qualified Exigency Leave, (b) the beginning and end dates of the qualifying exigency, and (c) other relevant information.

6) **Confirmation of Family Relationship**

The University may, at its discretion, require that an employee complete a Declaration of Relationship form to certify their relationship with the child when the employee is requesting FML as Parental Bonding Leave or to certify their relationship with the family member when the employee is requesting FML to care for a family member with a serious health condition. The employee's failure to provide a completed Declaration of Relationship form within fifteen (15) calendar days of the University's written request may result in discontinuance of the leave until the required documentation is provided. ~~If the employee fails to provide the completed Declaration of Relationship form within a reasonable time as requested, FML leave will be denied.~~

7) **Questioned Medical Certifications**

If the University has a good faith, objective reason to doubt the validity of the employee's certification for their own serious health condition, the University may, at its discretion, require that the employee obtain a second medical opinion from a second health care provider selected by the University who is not employed by the University on a regular or routine basis. If the second medical opinion differs from the opinion of the employee's own health care provider, the University may, at its sole non-grievable discretion, require a third medical opinion from a third health care provider, jointly selected by the employee and the University. The University shall bear the cost of the second and third opinions including reasonable travel costs, and the third opinion shall be final. While waiting for the second or third opinion, the employee is provisionally provided with FML.

8) **Additional Certification and/or Recertification**

If additional FML is requested beyond the period supported by the certification previously provided or the circumstances of the leave have changed significantly, the University may, at its sole non-grievable discretion, require the employee to obtain recertification. Such requests for subsequent certification and/or recertification shall be in writing. If certification and/or recertification is required, the employee

shall return the certification within fifteen (15) calendar days of the University's request, where practicable.

9) **Failure to Provide the Requested Certification and/or Recertification**

An employee's failure to provide the certification and/or recertification for a foreseeable FML leave other than Pregnancy Disability Leave within the requested time may result in delay or discontinuance of the leave until the required certification is received. If the employee fails to provide certification or recertification within a reasonable time as requested, FML leave will be denied.

If the employee provides a certification and/or recertification that is not complete or sufficient, the employee shall be given fifteen (15) calendar days to perfect the certification and/or recertification. Failure to perfect an incomplete or insufficient certification and/or recertification within the requested time period may result in delay of the leave or discontinuance of the leave until the required certification and/or recertification is provided. If the employee fails to provide a complete and sufficient certification and/or recertification, FML will be denied.

g. **Use of Accrued Paid Leave**

FML Leave is unpaid, except for the use of sick leave, the use of accrued vacation and/or the use of accrued compensatory time off (CTO), as Provided in this Article:

1) An employee on FML for their own serious health condition:

- a) Shall use accrued sick leave in accordance with the University's disability plan requirements; or
- b) if not eligible for University disability benefits and not on leave as a result of a work-incurred injury or illness, An employee may elect to use sick leave. Vacation and/or CTO prior to taking leave without pay. An employee may elect to substitute accrued vacation, sick leave, PTO (if applicable), and/or compensatory time off for leave without pay shall use

~~all accrued sick leave, all accrued vacation time, and all compensatory time prior to taking leave without pay; or~~
c) if on leave due to a work-incurred injury or illness, may use accrued sick leave and vacation as provided in Article XX – Work Incurred Injury of Illness, ~~and shall use all accrued vacation time and compensatory time prior to taking leave without pay. Supplemental and/or extended sick leave may be used if the employee is receiving temporary disability payments under the Workers' Compensation Act.~~

Commented [TA5]: Not required by law. PPSM 2.210 c. P. 29 Substitution of Paid Leave Benefits for FML Due to a Employee's Own Serious Health Condition
An employee may elect to substitute accrued vacation, sick leave, PTO (if applicable), and/or compensatory time off for leave without pay.

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- 2) An employee on FML to care for a family member with a serious health condition or taking FML as Military Caregiver Leave may use sick leave in accordance with Article XX – Sick Leave, and shall use accrued vacation time and compensatory time prior to taking leave without pay.
- 3) An employee on FML for Pregnancy Disability Leave shall use accrued sick leave in accordance with the University's Disability Plan. If sick leave is exhausted, the employee may elect to use accrued vacation and/or accrued compensatory time prior to taking leave without pay.
- 4) An employee taking FML as Qualifying Exigency Leave shall use accrued vacation time and accrued compensatory time prior to taking leave without pay.

~~h. Supplemental Family and Medical Leave~~

~~A regular status employee who has exhausted all Family and Medical Leave is eligible for Supplemental Family and Medical Leave for up to an additional twelve (12) workweeks or until the end of the calendar year, whichever is less, if the need for a Family and Medical Leave that is in progress continues beyond twelve (12) workweeks. However, the aggregate absence from work for Pregnancy Disability Leave, Family and Medical Leave, and Supplemental Family and Medical Leave may not exceed seven (7) months during the calendar year, except as may be required by law.~~

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Absence from Work D1

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~~1. For employees on Supplemental Family and Medical leave, health plan coverage (medical, dental, and optical) will continue in accordance with each plan's requirements.~~

~~2. An employee may elect to substitute accrued vacation, sick leave, and/or compensatory time off for leave without pay if the underlying Family and Medical Leave is due to the employee's own pregnancy disability or other serious health condition. An employee may elect to substitute accrued vacation, compensatory time off, and/or up to thirty (30) days of sick leave in a calendar year if the underlying Family and Medical Leave is to care for a family member with a serious health condition, parental bonding leave, or Military Caregiver Leave as provided for under applicable provisions of the policy.~~

h. Supplemental Family and Medical Leave

A regular status employee who has exhausted all Family and Medical Leave ~~is may be is eligible, at the University's discretion, for Supplemental Family and Medical Leave for up to an additional twelve (12) workweeks or until the end of the calendar year, whichever is less, if the need for a Family and Medical Leave that is in progress continues beyond twelve (12) workweeks. However, the aggregate absence from work for Pregnancy Disability Leave, Family and Medical Leave, and Supplemental Family and Medical Leave may not exceed seven (7) months during the calendar year, except as may be required by law.~~

1. For employees on Supplemental Family and Medical leave, health plan coverage (medical, dental, and optical) will continue in accordance with each plan's requirements.

2. An employee may elect to substitute accrued vacation, sick leave, and/or compensatory time off for leave without pay if the underlying Family and Medical Leave is due to the employee's own pregnancy disability or other serious health condition. An employee may elect to substitute accrued vacation, compensatory time off, and/or up to thirty (30) days of sick leave in a calendar year if the underlying Family and Medical Leave is to care for a family member with a serious health condition, parental bonding leave, or Military Caregiver Leave as provided for under applicable provisions of the policy.

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i.h.i. Continuation of Health Benefits

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An eligible employee who is on an approved FML shall be entitled to continue participation in health plan coverage (medical, dental, and vision) as follows:

- 1) When the employee is on FML that runs concurrently under the FMLA and CFRA: Continued coverage for up to twelve (12) workweeks in a calendar year.
- 2) When the employee is on FML as Military Caregiver Leave under the FMLA: Continued coverage for up to twenty-six (26) workweeks in a single 12-month period. For purposes of Military Caregiver Leave, the "single 12-month period" is the period beginning on the first day the employee takes the leave and ending twelve (12) months after that date.
- 3) When the employee is on FML as a Qualifying Exigency Leave under the FMLA and/or CFRA: Continued coverage for up to twelve (12) workweeks in a calendar year.
- 4) When the employee is on FML as Pregnancy Disability Leave under the California Pregnancy Disability Leave Law (PDLL), regardless of whether any of the leave runs concurrently with the FMLA: Continued coverage for up to four (4) months in a twelve-month period per pregnancy. If any of the Pregnancy Disability Leave runs concurrently under the FMLA, the continued coverage provided for that portion of the leave will count towards the employee's FMLA entitlement for up to twelve (12) workweeks of such coverage in a calendar year.
- 5) When the employee is on FML under the CFRA that does not run concurrently under the FMLA (e.g., Parental Bonding Leave after the employees' FMLA entitlement has been exhausted): Continued coverage for up to twelve (12) workweeks in a calendar year.

ii. Return from FML

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- 1) **Required Notice and Documentation**

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- a) The employee shall provide reasonable notice to their employing department of their anticipated return to work.
- b) An employee returning from FML for the employee's own serious health condition may be required to provide a written medical release to return to work from their health care provider prior to returning to work. (For returns after Pregnancy Disability Leave, see Section C.5., below.)
- c) Failure to provide a medical release that has been requested may result in the delay of reinstatement until the employee submits the required medical release.

2) **Reinstatement Rights**

When an employee has been granted an approved FML for any purpose other than Pregnancy Disability and returns within twelve (12) workweeks of the initiation of the leave (or within 26 workweeks if the FML was taken for Military Caregiver Leave), the employee shall be reinstated to the same or an equivalent position upon expiration of the leave. For an employee's return to work rights after Pregnancy Disability Leave, see Section C.5., below. If the position has been abolished or otherwise affected by layoff and an equivalent position is not available, the employee shall be afforded the same considerations that would have been afforded if the employee had been working when the position was abolished or affected by layoff. No employee with a predetermined appointment end date or predetermined date of separation shall be granted a leave of absence beyond their appointment end date or the predetermined date of separation. ~~As stated in section B.1.i., above, an employee who has been granted FML for their own serious health condition may be required by the University to provide a written medical release to return to work prior to their return to work.~~

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2. FML for Employee's Serious Health Condition

FML for the employee's own serious health condition is leave taken when the employee's own "serious health condition," as defined in Section B.1.a.9., above, renders the employee unable to perform any one or more of the essential functions of the employee's position.

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3. FML to Care for Employee's Family Member with a Serious Health Condition

FML to care for a family member with a serious health condition is leave to care for the employee's child, parent, parent-in-law, spouse, same or opposite sex domestic partner, grandchild, grandparent, or sibling who has a "serious health condition," as defined in Section B.1.a.9., above, that warrants the participation of the employee to provide supervision or care (which includes psychological comfort) during the period of the family member's treatment or incapacity.

When FML is taken to care for a spouse, domestic partner, child (under 18 years or incapable of self-care because of a mental or physical disability), or parent, this leave would use an employee's entitlement under the FMLA and CFRA to the extent the employee has such entitlement(s) available.

When FML is taken to care for an adult child (18 years or older who does not have a disability that renders them incapable of self-care), parent-in-law, grandparent, grandchild, or sibling, this leave would only use an employee's entitlement under CFRA to the extent the employee has such entitlement available.

4. FML as Pregnancy Disability Leave

When an employee who takes Pregnancy Disability Leave pursuant to Section C., below, is eligible for FML under the FMLA, the employee's Pregnancy Disability Leave will be counted against the employee's FMLA entitlement as well as their PDL entitlement.

5. FML as Parental Bonding Leave

FML taken as Parental Bonding Leave is leave taken to bond with the employee's newborn or a child placed with the employee for adoption or foster care or to attend to matters related to the birth, adoption, or

placement of the child. The following special provisions apply to Parental Bonding Leave:

a. **Time Limit for Parental Bonding Leave**

Parental Bonding Leave must be initiated and concluded within one (1) year of the birth or placement of the child with the employee.

b. **Eligibility for Parental Bonding Leave**

An employee taking FML as Parental Bonding Leave must meet the eligibility requirements for FML set forth in Section B.1.b., above, except when the employee is taking Parental Bonding Leave immediately following FML taken as Pregnancy Disability Leave. In those circumstances, an employee who was eligible for FML under the FMLA at the beginning of their Pregnancy Disability Leave shall be eligible for up to twelve (12) workweeks of Parental Bonding Leave under CFRA to bond with their newborn baby immediately following their Pregnancy Disability Leave, provided that the employee has not exhausted their CFRA for that leave year.

c. **Advance Notice**

The employee shall, if possible, request Parental Bonding Leave sufficiently in advance of the expected birth date of the child or placement of a child for adoption or foster care in order to allow the University to plan for the absence of the employee, but the employee shall not be required to provide more than thirty (30) days' advance notice. The anticipated date of return from Parental Bonding Leave shall be set at the time such leave commences or, if requested in conjunction with FML taken as Pregnancy Disability Leave, shall be set at the time such Pregnancy Disability Leave commences. Parental Bonding Leave, when taken because of the adoption or placement of the child with the employee could commence prior to the date of placement.

d. **Duration of Parental Bonding Leave**

Parental Bonding Leave, alone, shall not exceed twelve (12) workweeks within a calendar year. However, when FML for Parental Bonding Leave is combined with FML for Pregnancy

Disability Leave, the total FML Leave shall not exceed seven (7) months in a calendar year.

e. **Forms in which Parental Bonding Leave May Be Taken**

The University shall grant a Parental Bonding Leave of less than two (2) weeks' duration on any two (2) occasions during a calendar year. The University, at its discretion, may require that any additional Parental Bonding Leave requested to bond with the same child be for a minimum duration of two (2) weeks, unless otherwise required by law.

6. **FML as Military Caregiver Leave**

An eligible employee may take Military Caregiver Leave to care for a family member who is a "covered servicemember" undergoing medical treatment, recuperation or therapy for a "serious injury or illness," consistent with the definitions of those terms in Section B.6.b., below.

a. **Eligibility Criteria and Duration Specific to Military Caregiver Leave**

An eligible employee is entitled to up to twenty-six (26) workweeks of Military Caregiver Leave during a single twelve-month (12-month) leave period. The employee must be a spouse, domestic partner, parent, son, daughter, or next of kin of the covered servicemember to be eligible for this type of leave and must meet the eligibility requirements for FML set forth in Section B.1.b., above.

b. **Definitions Specific to Military Caregiver Leave**

1) **"Covered servicemember"** means:

- a) a current member of the Armed Forces (including a member of the National Guard or Reserves) who, because of a "serious injury or illness," is undergoing medical treatment, recuperation, or therapy; is otherwise in outpatient status; or is otherwise on the temporary disability retired list; or

- b) a covered veteran who is undergoing medical treatment, recuperation, or therapy for a "serious injury or illness."
- 2) **"Covered veteran"** means an individual who was a member of the Armed Forces (including a member of the National Guard or Reserves) who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes Military Caregiver Leave to care for a covered veteran.
- 3) **"Outpatient status"** means the status of a servicemember assigned to (a) a military medical treatment facility as an outpatient; or (b) a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.
- 4) **"Serious injury or illness"** means:
 - a) For a current member of the Armed Forces (including a member of the National Guard or Reserves): an injury or illness that was incurred by the covered servicemember in the line of duty on active duty in the Armed Forces or that existed before the beginning of the covered servicemember's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces, and that may render the covered servicemember medically unfit to perform the duties of their office, grade, rank, or rating;
 - b) For a covered veteran: an injury or illness that was incurred by the covered veteran in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and manifested itself before or after the member became a veteran and is (1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the covered veteran unable to perform the duties of their

office, grade, rank, or rating; (2) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of 50 percent or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for Military Caregiver Leave; (3) a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or (4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Programs for Comprehensive Assistance for Family Caregivers.

- 5) **“Parent of a covered servicemember”** means a covered servicemember's biological, adoptive, step or foster father or mother or any other individual who stood in loco parentis to the covered servicemember. The term does not include parents “in law.”
- 6) **“Son or daughter of a covered servicemember”** means the covered servicemember's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the covered servicemember stood in loco parentis when that person was a child, and who is of any age.
- 7) **“Next of kin”** means (a) the nearest blood relative of the covered servicemember (other than the covered servicemember's spouse, domestic partner, parent, son or daughter) or (b) the blood relative who the covered servicemember has designated in writing as their nearest blood relative for purposes of Military Caregiver Leave.
- 8) **“Single 12-month leave period”** means the period beginning on the first day the employee takes Military Caregiver Leave and ends twelve (12) months after that date. (This leave period differs from the calendar year

definition of the leave year used for determining eligibility for other types of FML at the University.)

c. Leave Entitlement

Military Caregiver Leave is applied on a per-covered servicemember, per-injury basis. Eligible employees may take more than one (1) period of twenty-six (26) workweeks of leave if the leave is to care for a different covered servicemember or to care for the same servicemember with a subsequent serious injury or illness, except that no more than twenty-six (26) workweeks of leave may be taken within any "single twelve-month (12-month) period."

If an eligible employee does not use all of their twenty-six (26) workweeks of leave entitlement to care for a covered servicemember during this single twelve-month (12-month) leave period, the remaining part of the twenty-six (26) workweek entitlement to care for the covered servicemember for that serious injury or illness is forfeited.

7. FML as Qualifying Exigency Leave

Qualifying Exigency Leave is an additional type of FML available to eligible employees. If the military member is the spouse, domestic partner, son, daughter or parent of the employee, the employee may take Qualifying Exigency Leave to attend to any "qualifying exigency" while the military member is on "covered active duty or call to covered active duty status" (or has been notified of an impending call or order to covered active duty).

a. Definitions Specific to Qualifying Exigency Leave

- 1) "Covered active duty or call to covered active duty status" means:
 - a) In the case of a member of the regular Armed Forces: duty during the deployment to a foreign country.
 - b) In the case of a member of the Armed Forces Reserve: duty during the deployment of the military

member of the Armed Forces to a foreign country under a Federal call or order to active duty in support of a contingency operation as defined by the FMLA.

- 2) **"Qualifying exigency"** is defined as any one of the following, provided that the activity relates to the military member's covered active duty or call to covered active duty status:
- a) Short notice deployment to address issues that arise due to the covered military member being notified of an impending call to covered active duty seven (7) or fewer calendar days prior to the date of deployment;
 - b) Military events and activities, including official ceremonies;
 - c) Childcare and school activities for a child of the military member who is either under age eighteen (18) or incapable of self-care;
 - d) Financial and legal arrangements to address the military member's absence or to act as the military member's representative for purposes of obtaining, arranging, or appealing military service benefits while the military member is on covered active duty or call to active duty status and for the ninety (90) days after the termination of the military member's covered active duty status;
 - e) Counseling (provided by someone other than a health care provider) for the employee, for the military member, or for the child of the military member who is either under age eighteen (18) or incapable of self-care;
 - f) Rest and Recuperation (up to fifteen (15) days of leave for each instance) to spend time with the military member who is on short-term, temporary Rest and Recuperation leave during the period of deployment;

- g) Post-deployment activities, including (a) attendance at ceremonies sponsored by the military for a period of ninety (90) days following termination of the military member's covered active duty status and (b) addressing issues that arise from the death of the military member while on covered active duty status;
- h) Parental care for the parent of the military member when the parent is incapable of self-care; and
- i) Additional activities related to the military member's covered active duty or call to active duty status when the employer and employee agree that such activity qualifies as an exigency and agree to both the timing and duration of the leave.

C. Pregnancy Disability Leave

During the period when an employee is disabled because of pregnancy, childbirth, or related medical condition, the employee is entitled to and the University shall grant the employee's request for Pregnancy Disability Leave. Pregnancy Disability Leave may also be used for prenatal care.

For an employee disabled by pregnancy, childbirth or related medical condition, no eligibility requirements apply, such as minimum hours worked or length of service. If the employee is eligible for FML, pursuant to Section B., above, such leave shall be deducted from an employee's FML entitlement under the federal FMLA as well as their entitlement under the Pregnancy Disability Leave Law (PDLL).

Pregnancy Disability Leave may be taken as a block leave or, when medically advisable, on an intermittent or reduced schedule basis. Only the amount of leave time actually taken may be counted against the employee's Pregnancy Disability Leave entitlement.

1. Duration

- a. An employee is entitled to Pregnancy Disability Leave for the period of actual disability up to four (4) months per pregnancy.

- b. If the employee continues to be disabled by pregnancy, childbirth, or related medical condition beyond four (4) months, additional leave may be granted in accordance with Section F or as may otherwise be required by law.
- c. Following Pregnancy Disability Leave, the employee may be eligible for Parental Bonding Leave, pursuant to Section B.5., above, to care for the employee's newborn child. The total FML taken for a combination of Pregnancy Disability Leave and Parental Bonding Leave shall not exceed seven (7) months in a calendar year.

2. Use of Accrued Paid Leave

An employee on Pregnancy Disability Leave is normally without pay; however, an employee may elect to use accrued sick leave, vacation, compensatory time off (if applicable) and/or PTO (if applicable) prior to taking Pregnancy Disability Leave without pay.

3. Transfer and Other Reasonable Accommodations As Alternatives To Or In Addition To Pregnancy Disability Leave.

- a. **Transfer at the Request of the Employee.** The University shall temporarily transfer a pregnant employee to a less strenuous or hazardous position upon the request of the employee when such transfer is medically advisable according to the employee's health care provider, provided that the transfer can be reasonably accommodated. For the purpose of this section, a temporary transfer includes a temporary modification of the employee's own position to make it less strenuous or hazardous. A temporary transfer under this section is considered time worked and shall not be counted toward an employee's entitlement of up to four (4) months of Pregnancy Disability Leave per pregnancy, unless the employee is also taking leave on an intermittent or reduced schedule basis. When the employee's health care provider certifies that the transfer is no longer medically advisable, the University shall return the employee to their same position or a comparable position in accordance with Section C.5., below.
- b. **Transfer to Reasonably Accommodate Employee's Need for Intermittent or Reduced Schedule Leave.** When the employee's

health care provider states in a medical certification that it is medically advisable for the employee to take Pregnancy Disability Leave on an intermittent or reduced schedule basis, the University may, at its discretion, transfer the employee temporarily to an available alternative position that meets the needs of the employee, provided the employee meets the qualifications of the alternative position. When the employee's health care provider certifies that the intermittent or reduced schedule leave is no longer medically advisable, the University shall return the employee to their same position or a comparable position in accordance with Section C.5., below.

- c. **Other Reasonable Accommodations.** If the employee's health care provider certifies that reasonable accommodation(s) other than transfer and/or leave on an intermittent or reduced schedule basis are medically advisable, the University shall engage in the interactive process with the employee to identify and implement the reasonable accommodation(s) that are appropriate under the circumstances.

4. Certification

- a. When an employee requests a reasonable accommodation, transfer, or leave due to pregnancy, childbirth, or related medical condition, the University may, at its discretion, require that the employee's request be supported by written medical certification issued by the employee's health care provider.
- b. When a medical certification is requested in connection with the employee's request for reasonable accommodation or transfer, it shall contain the following: (a) a description of the requested accommodation or transfer, (b) a statement describing the medical advisability of the requested reasonable accommodation or transfer, and (c) the date on which the need for reasonable accommodation became or will become medically advisable and the estimated duration of the reasonable accommodation or transfer.
- c. When a medical certification is requested in connection with an employee's request for leave, it shall contain the following: (a) a statement that the employee needs to take Pregnancy Disability

Leave because she is disabled by pregnancy, childbirth, or a related medical condition, and (b) the date on which the employee became disabled because of pregnancy and the estimated duration of the leave.

- d. Failure to provide certification for reasonable accommodation, transfer, or leave within the requested time period or as soon as reasonably possible under the circumstances may result in delay of the leave until the required certification is provided.
- e. The University may, at its discretion, require that an employee returning to work immediately following Pregnancy Disability Leave provide a written medical release from the employee's health care provider prior to returning to work.

5. Reinstatement after Pregnancy Disability Leave

The date of reinstatement from the Pregnancy Disability Leave is typically determined by agreement between the University and the employee when the leave is granted. If the actual reinstatement date differs from the original agreement or no agreement was made and the employee is returning directly from Pregnancy Disability Leave, the University shall reinstate the employee within two (2) business days or, when two (2) business days is not feasible, as soon as possible after the employee notifies the University of their readiness to return.

If the employee is returning to work directly following the end of the Pregnancy Disability Leave and the University has requested that the employee provide a written medical release from the employee's health care provider, the employee shall not be reinstated until the medical release is provided to the University. The medical release shall include a statement by the employee's health care provider of the employee's ability to perform the essential functions of the position, with or without reasonable accommodation.

An employee who has taken Pregnancy Disability Leave shall be reinstated to the same position, provided that the employee returns to work immediately upon termination of the Pregnancy Disability Leave and provided that the aggregate duration of all leaves granted for a given pregnancy does not exceed four (4) months. If the same job has been abolished or affected by layoff, the employee shall be reinstated to a

comparable position if the employee would have been entitled to the comparable position if she had been continuously working. If a comparable position is not available on the employee's scheduled date of reinstatement but a comparable position or positions become available within sixty (60) days thereafter, the University shall notify the employee of the position(s). If the employee is reinstated within that sixty-day (60-day) period, the period between the employee's originally scheduled date of reinstatement and the employee's actual reinstatement shall not be counted for purposes of any employee pay or benefits.

6. Continuation of Health Benefits

A benefits-eligible employee on Pregnancy Disability Leave shall be entitled to continue participation in health plan coverage (medical, dental, and vision) as set forth in Section B.1.h.4., above, whether or not the Pregnancy Disability Leave also qualifies as FML under the FMLA.

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D. Disability Leaves Other Than Pregnancy Leave

A disability leave of absence is the period(s) for which an eligible career employee is granted leave from work for medical reasons in accordance with Section D.1. below. This leave includes the combined use of accrued sick leave and the disability leave of absence without pay in accordance with the provisions of this Article and Article ____ - Sick Leave. Disability leaves of absence with or without pay are provided for leaves due to non-work related illnesses or injuries.

1. Eligibility

An employee may be eligible for a disability leave of absence with or without pay when they have exhausted their twelve (12) workweek FML entitlement in a calendar year, or they are not otherwise eligible for FML Leave, or the employee has exhausted their four (4) month entitlement to Pregnancy Disability Leave under the Pregnancy Disability Leave Laws, and they are medically incapable of performing the essential assigned functions of their job due to a non-work related illness or injury, and they have furnished evidence of disability satisfactory to the University.

2. Duration

- a. When the use of accrued sick leave and a disability leave of absence without pay are combined, a disability leave may be granted by the University for a total period of verified disability

consistent with the University's obligation to reasonably accommodate a disabled employee.

- b. An employee granted a disability leave who is also applying for University disability benefits for non-work related disability purposes shall use all accrued sick leave in accordance with the University's disability plan prior to taking the disability leave without pay.
- c. An employee who is receiving long term disability payments from a retirement system to which the University contributes will be medically separated on the basis of medical condition in accordance with Article ____ – Medical Separation.

3. Return to Work

The employee shall not be reinstated from a medically-related leave of absence until a medical release certification is provided to the University within the time limits specified by the department. A medical release certification shall include a statement by the employee's health care provider of the employee's ability to perform the essential functions of the position, with or without reasonable accommodation.

E. Military Spouse/Domestic Partner Leave

An employee who is a spouse or domestic partner of a member of the Armed Forces, National Guard, or Reserves may take this leave during a "qualified leave period" when the employee's spouse or domestic partner is on leave from a period of military conflict. "Qualified leave period" means the period during which the "qualified member" is on leave from deployment during a period of military conflict. An eligible employee shall be entitled to up to a maximum of ten (10) days of unpaid leave during a qualified leave period.

1. Definitions Specific to Military Spouse/Domestic Partner Leave

- a. "Qualified member" means a person who is any of the following:
 - 1) A member of the Armed Forces of the United States who has been deployed during a period of military conflict to an area designated as a combat theater or combat zone by the President of the United States, or

- 2) A member of the National Guard who has been deployed during a period of military conflict, or
- 3) A member of the Reserves who has been deployed during a period of military conflict
- b. "Period of military conflict" means either of the following:
 - 1) A period of war declared by the United States Congress, or
 - 2) A period of deployment for which a member of a reserve component is ordered to active duty, as defined in Military & Veterans Code section 395.10

2. Eligibility

To be eligible, an employee must satisfy all of the following criteria:

- a. Be a spouse or domestic partner of a "qualified member";
- b. Perform services for the University for an average of twenty (20) or more hours per week;
- c. Provide the University with notice, within two business days of receiving official notice that the qualified member will be on leave from deployment, of the employee's intention to take the leave; and
- d. Submit written documentation certifying that the qualified member will be on leave from deployment during the time that leave is being requested by the employee

3. Substitution of Paid Leave

This leave is unpaid leave, except that an employee shall use accrued vacation time and compensatory time off (CTO) prior to taking leave without pay.

F. Personal Leaves of Absence without Pay

1. At the University's sole non-grievable discretion, a career employee may be granted a Personal Leave of Absence without Pay at the sole non-grievable discretion of the University. Such leave shall not exceed six (6) calendar months. Personal Leave without Pay shall not be considered a break in service and shall not determine eligibility for benefits except that the regulations of the retirement systems must be specifically checked to determine the effects of such leave without pay on retirement benefits.

3. ~~2.~~ Reinstatement shall be to the same or, at the department's discretion, a similar position in the same department, if the same position is not available, provided that the employee returns to work immediately following termination of the leave. If the employee would have been laid off or terminated had the employee remained on pay status during the leave period, the employee shall be afforded the same considerations afforded other employees who are laid off or terminated pursuant to the provisions of Article ~~18XX~~, Layoff and Reduction in Time, Article ~~19XX~~, Discipline and Dismissal, and Article ~~8XX~~, Probationary Period.

G. Voluntary Civil Service Leave

1. An employee who performs emergency duty as a volunteer firefighter, reserve peace officer, or emergency rescue personnel generally may take unpaid time off to perform emergency duty when required. An employee who performs emergency duty as a volunteer firefighter, reserve peace officer, or emergency rescue may take up to a total of fourteen (14) days of unpaid leave per calendar year to engage in fire, law enforcement, or emergency rescue training.
2. An employee who is a volunteer member of the California Wing of the Civil Air Patrol who is directed and authorized to respond to an emergency operational mission may take unpaid leave to perform such emergency duty, provided that the employee has been employed by the University for at least ninety (90) days immediately preceding the commencement of leave. Such leave shall be granted for a period not to exceed ten (10) days per calendar year.
1. Employees may elect to substitute accrued vacation or compensatory time off for leave without pay.
2. Employees may be required to provide documentation of participation in emergency duties or training

GH. Other Leaves of Absence with Pay

1. Jury Duty/Grand Jury/~~Witness Duty~~

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A full-time employee in a career position on any shift or work schedule who is summoned to required ~~witness or~~ jury duty shall be granted leave with pay for actual time spent on jury service ~~or as a witness~~ and in related travel, not to exceed the number of hours in the employee's normal work day and the employee's normal workweek. A part-time employee in a career position who is summoned to required jury duty ~~or witness duty~~ shall be granted leave with pay for actual time spent on jury ~~or witness~~ service and in related travel which occur during the employee's regularly scheduled hours of work. ~~When an employee's scheduled jury duty hours do not generally coincide with the employee's scheduled shift, the University will, upon request of the employee and subject to operational needs, change the employee's shift assignment. In the event the employee's shift assignment is changed to a shift that has a shift differential, such differential shall not apply when the change in assignment is made to accommodate the employee's jury duty. Upon request, the University will endeavor to accommodate an employee's summons to jury duty with a change in shift assignment.~~

3. ~~2.~~ University Proceedings. An employee may be granted leave with pay during regularly scheduled hours of work to attend University meetings or functions as designated by the Department Head. ~~When an employee is required to attend administrative or legal proceedings on behalf of the University, attendance is counted as time worked.~~

23. Voting

An employee shall be granted leave with pay, up to a maximum of two (2) hours, for voting in a ~~local, state, or national primary or general elections statewide primary or general election if the employee is scheduled to work eight (8) hours or more on that day and does not have time to vote outside of working hours does not have time vote outside working hours.~~

4. 4. Service as an Election Official

~~An employee may take unpaid leave to serve as an election officer on Election Day. The employee may use accrued vacation, PTO (if applicable) and/or compensatory time off for this purpose.~~

35. Blood Donations

An employee may be granted leave with pay, up to a maximum of two (2) hours, for donating blood during regularly scheduled hours of work.

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46. Administrative or Legal Proceedings

- a. When an employee is attending administrative or legal proceedings as directed by the University or is subpoenaed by the University to appear as a witness in an administrative or legal proceeding, leave without loss of straight time pay will be granted for actual time spent in the proceedings and in related travel not to exceed the number of hours in the employee's normal work day and workweek.
- b. An employee subpoenaed by the State or a political subdivision thereof when the State or political subdivision is prosecuting a person for an offense that the employee, by virtue of being on University premises during scheduled work hours, witnessed shall be granted leave without loss of straight time pay for actual time spent in the 30 proceedings and in related travel time not to exceed the employee's normal work day and workweek.
- c. The granting of leave without loss of straight time pay status for other employment-related situations where an employee has been subpoenaed shall be at the sole non-grievable, non-arbitrable discretion of the University. ~~Employees shall be granted leave for participation in union hearings.~~

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57. Emergencies

~~In the event of natural or man-made emergencies, an employee may be granted leave with straight time pay during regularly scheduled hours of work for the period of time authorized by the University. The granting of such leave and the period of time shall be at the sole, non-grievable discretion of the University.~~

~~The Chancellor may grant administrative leaves with pay for a specified duration due to natural or other emergencies, or an employee may request unpaid leave for that purpose.~~

~~a. To be eligible, an employee must be scheduled to work and is not on paid or unpaid leave on the day(s) of the emergency, and the employee must coordinate leave requests with their supervisor and the coordinator on the campus handling emergency response requests and issues.~~

~~b. b. An employee who wishes to participate in emergency~~

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response efforts with agencies that have requested assistance (e.g. FEMA, the Red Cross) may be granted administrative leave with pay for a period of time determined in accordance with campus procedures, depending upon the particular circumstances of the emergency. To be eligible for this type of leave under these circumstances, the employee must be scheduled to work and not on paid or unpaid leave on the day(s) when they are participating in the emergency response efforts.

68. **University Functions**

At the sole, non-grievable discretion of the University and on a campus by campus or within a campus basis, an employee may be granted leave during regularly scheduled hours of work to attend Commencement exercises, Charter Day exercises and other University meetings or functions as designated by the University. Such leave, when granted, shall be without loss of straight-time pay.

9. ~~Leave for Immunization. An employee is eligible for an administrative leave with pay for up to four (4) hours to receive any immunization required by the University.~~

7.

H. **Bereavement Leave**

1. The University will grant an employee's request to use up to five (5) days of accrued sick leave or accrued vacation leave due to the death of a family member as defined in Section F.2 below. If accrued sick leave or accrued vacation leave is not available, the employee may take the leave without pay. The University shall not unreasonably deny bereavement leave of more than five (5) days.
2. Family member (including step-family member) for the purpose of bereavement leave is defined as the employee's mother, father, sister, brother, parent-in-law, spouse, domestic partner, parent of domestic partner, grandparent, grandchild, child, son/daughter-in-law, adopted or foster child (including children of a domestic partner or a legal ward who is under 18 years of age). Parent includes a biological, foster, or adoptive parent, step-parent, legal guardian, or an individual who stood in loco parentis to the employee when the employee was a child.

H. Other Leaves

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1. School Suspensions. An employee who is the parent or guardian of a child who has been suspended from school may take time off to appear at the school in connection with that suspension. The employee must provide reasonable notice and may elect to use accrued vacation, compensatory time off, and/or unpaid leave for this purpose.
2. School Activities. An employee who is the parent, guardian, or grandparent with custody of a child in grades Kindergarten through 12, or a child attending a licensed day care facility, may take off up to 40 hours per calendar year (but no more than eight hours in any one calendar month) to participate in activities of the school or licensed day care facility. The employee must provide reasonable notice and may elect to substitute accrued vacation and/or compensatory time off for this purpose. At the supervisor's discretion, the employee may be required to provide documentation from the school or licensed day care facility as proof that the employee participated in the activity on a specific date and at a particular time.
3. Victims of Domestic Violence, Sexual Assault or Stalking. An employee who is a victim of domestic violence, sexual assault, or stalking may take leave from work to obtain, or attempt to obtain any relief, including, but not limited to, a temporary restraining order, restraining order, or other court assistance, to help ensure the employee's own health, safety, or welfare – or that of the employee's child. An employee also may take leave to:
 - a. Seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
 - b. Obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
 - c. Obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
 - d. Participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

Employees should provide reasonable advance notice, if foreseeable, or as soon as possible under the circumstances, depending on the nature of the leave taken under this Section. Employees may elect to substitute accrued vacation, sick leave and/or compensatory time off for unpaid leave.

4. Victims of Serious or Violent Felonies. An employee who is a victim of a crime, or who is a family member of a victim may take unpaid leave to attend judicial proceedings related to the crime. Employees must provide reasonable notice and may elect to substitute accrued vacation, sick leave, and/or compensatory time off for unpaid leave. The University will protect the confidentiality of records regarding an employee's absence from work for these reasons.
 - a. Before an employee may be absent from work for these reasons, the employee will provide a copy of the notice of each scheduled proceeding that is provided to

[UC Davis-Teamsters Local 1010 January 12, 2022 Skilled Crafts \(K3\) Negotiations](#)

[Union Proposal #1](#)

[University Proposal 1 11.2.2022](#)

[Union Proposal 2 December 15, 2022](#)

[University Proposal 2 April 2023](#)

[Union Proposal 3 April 20 2023 10:42AM](#)

[University Counter 3 4.27.2023 – Best and Final Offer Article 3 of 6](#)

[Union Proposal 4 April 27, 2023](#)

[the victim by the agency responsible for providing notice, unless advance notice is not feasible](#)

- [b. When advance notice is not feasible, the employee will, within a reasonable time after the absence, provide documentation evidencing the judicial proceeding from the court or government agency setting the hearing, the district attorney or prosecuting attorney's office, or the victim/witness office that is advocating on behalf of the victim.](#)

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I. Catastrophic Leave

Bargaining unit employees may participate, as donors and recipients, in Catastrophic Leave programs according to local campus/hospital/LBNL procedures and Article ____ - Sick Leave.

J. Leave for Bone Marrow/Organ Donations

An employee who wishes to donate bone marrow to another person may use up to five (5) calendar days of accrued vacation, sick leave, compensatory time off, and/or leave without pay during a calendar year. An employee who wishes to donate an organ for transplant may use up to thirty (30) calendar days of accrued vacation, sick leave, compensatory time off, and/or leave without pay during a calendar year. An employee may be required to submit medical documentation supporting the request for leave and/or return to work. Additional leave may be available to an employee donating bone marrow or an organ under Family and Medical Leave (see Section B. of this Article above) if the employee's condition qualifies as a serious health condition under the circumstances.

University Proposal #1 – 07/27/2021 – Best and Final Offer 6 of 6

ARTICLE XX - MANAGEMENT RIGHTS

A. The University, unless expressly limited by the Agreement retains solely and exclusively all rights, functions, powers, and authority to manage the operations of the University and to direct the work force including but not limited to the right:

1. To establish the University's missions, programs, objectives, activities and priorities;
2. To plan, direct, and control the use of resources and personnel, to achieve the University's missions, programs, objectives, activities and priorities;
3. To develop implement, and administer affirmative action programs;
4. To exercise full and exclusive control of the management of the University and to supervise and direct all operations;
5. To introduce new or improved methods, programs, equipment or facilities or change or eliminate existing methods, programs, equipment or facilities;
6. To determine the location or relocation, reorganization, or discontinuance of operations, determine where employees shall work;
7. To determine, establish, and modify, revise or abolish classes, titles, codes, job classifications and job descriptions and to determine the salary of new and revised classes;
8. To determine the work to be done; assign work; to establish and change daily or weekly schedules; to schedule days and hours of work including overtime; to establish or eliminate shifts; and to determine whether and to what extent work shall be performed by employees;
9. To establish the size, composition and qualifications of the work force; to determine the nature of positions and whether or not to fill positions; and to use tests, interviews and other selection techniques to hire, promote, transfer and otherwise evaluate employees;
10. To discipline, discharge or release non-career employees without cause;
11. To recruit, hire, assign, direct, develop, promote, transfer, demote or layoff casual, career, or probationary employees;
12. To establish, modify and enforce standards of performance, conduct and safety for employees; and to determine the process by which employee performance is evaluated;
13. To maintain safety in its operations;
14. To establish, maintain, modify and enforce safety standards and programs;
15. To establish, implement, continue, modify or discontinue any policies, practices, rules or regulations which do not conflict with the express written provisions of this Agreement or are subject to bargaining;
16. To establish, maintain, modify or abolish organizational work units for the purpose of personnel transactions, including but not limited to layoff, transfer and promotion; and
17. To maintain employee records, including attendance and time worked per shift.

B. The above enumeration of management rights is not all-inclusive and does not exclude other management rights not specified. Management retains the sole discretion to exercise or not exercise rights retained by the University. The non-exercise of a right by management shall not be construed to mean any right is waived.

C. No action taken by the University with respect to the above enumerated rights shall be subject to the Grievance or Arbitration Procedures of this Agreement or collateral suit, unless the exercise thereof violates an express written provision of this Agreement.

D. While the above enumerated rights shall not be subject to meeting and conferring during the term of this Agreement or any extension thereof, the University agrees to meet upon request with the Union to discuss the exercise of these rights so that the University may consider the Union's information and views.

FOR THE UNIVERSITY

FOR TEAMSTERS LOCAL 2010

Date

Date

University Counter 1 – 10-27-2021

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University Counter 2 – March 2, 2022

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University Counter 4 – 03/24/2022

ARTICLE XX - MEDICAL SEPARATION

A. When the University determines that an employee is unable to satisfactorily perform the essential, assigned functions of their position due to a disability or other medical condition and determines that no reasonable accommodation exists ~~without causing undue hardship~~, the employee may be medically separated.

1. Employees separated under this Article who had attained non-probationary career status are eligible for special reemployment procedures.

2. The University shall pay the costs of any medical examinations required by the University.

B. Basis for Separation

1. A medical separation shall be based on

a) a University statement describing the essential functions the employee is unable to perform satisfactorily; and

b) a written review by the University Accommodation Consultant or other appropriate University representative determining that no reasonable accommodation exists without causing undue hardship; and

c) any pertinent information such as medical information provided by the employee's health care provider or a health care provider retained by the University.

~~d) a medical separation shall be effected by the Department Head after review and agreement by the appropriate HR officer.~~

d) a medical separation shall be ~~effected~~ affected by the Department Head or designee after review and agreement by appropriate HR officer. Prior to medical separation, the University will engage in the interactive process in accordance with the provisions of ARTICLE XX (Reasonable Accommodation). As part of the interactive process, the employee will be offered the option to explore reassignment, if appropriate.

2. A medical separation may also be based on the employee's receipt of disability payments from a retirement system to which the University contributes.

3. An employee shall not be separated under this Article while they ~~have~~ are actively drawing accrued sick leave or while the employee is ~~on-receiving~~ extended sick leave. However, an employee may be separated for medical or other reasons if the date of separation was set prior to the commencement of sick leave or extended sick leave.

C. Notices

1. Notice of Intent.

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University Counter 4 – 03/24/2022

Advance written notice of the intention to medically separate the employee shall be given. The notice shall:

- a. State the reason(s) for the medical separation;
- b. Include a copy of the materials on which the University is basing the intended action ~~such as and include copies of the statement prepared by the department head or designee and any other pertinent material considered, including the written review prepared by the Disability Manager or other appropriate University representative.~~ documentation related to the interactive process (see B.1 above) and medical information provided by the employee's health care provider or a health care provider retained by the University;
- c. State the essential functions which the employee is unable to perform satisfactorily; and
- d. State that the employee has the right to respond in person or through a representative within fourteen (14) calendar days from the date of the notice. Such response may be oral or in writing.

~~e. A copy of the notice of intent shall be provided to Teamsters Local 2010 on the same day notice is sent to the employee.~~

~~e. A copy of the notice of intent shall be provided to Teamsters Local 2010 on the same day notice is sent to the employee.~~

~~e. A copy of the notice of intent shall be provided sent to Teamsters Local 2010 on the same day notice is sent to the employee. Private Health Information, if any, may be redacted by the University.~~

2. Notice of Separation.

a. After review of the employee's timely response, if any, the University shall notify the employee of its determination. If it has been determined that separation is appropriate, the employee shall be given advance written notice of the separation date and the employee's right to appeal. Such notice shall be provided by ~~hand delivery, or by placing the notice in the Certified U.S. Mail or First-Class Mail~~ addressed to the employee at the employee's last known home address. ~~Proof of service shall accompany the notice. The notice of separation shall state the employee's right to appeal pursuant to the Grievance Procedure and the Arbitration Procedure.~~

~~b. A copy of the notice of intent shall be provided to Teamsters Local 2010.~~

~~b. A copy of the Notice of Separation shall be provided to Teamsters Local 2010.~~

~~a. A copy of the notice of intent separation shall be provided sent to Teamsters Local 2010 on the same day notice is sent to the employee. Private Health Information, if any, may be redacted by the University.~~

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D. Special Reemployment Procedures

For a period of one (1) year following the date of a medical separation, a former non-probationary career employee may be selected for a position within the bargaining unit without the requirement that the position be posted. However, if the former employee is receiving disability benefits from a retirement system to which the University contributes, the period shall be three (3) years from the date benefits commenced.

E. Service upon Reemployment

If a non-probationary career employee separated under this Article is reemployed within the allowed period, a break in service shall not be deemed to have occurred.

FOR THE UNIVERSITY

Stephen M. Green

3/24/22

Date

FOR TEAMSTERS LOCAL 2010

Tamara chf

3-24-22

Date

ARTICLE XX - MILITARY LEAVE

General Provisions

An employee is entitled to Reserve Training Leave for Inactive Duty, Temporary Military Leave for Active Duty Training, Extended Military leave, Emergency National Guard Leave and Military Leave for Physical Examinations provided that the employee gives advance verbal or written notice of the leave except when such notice is precluded by military necessity, impossibility or unreasonableness. In any event, the University may require verification of an employee's military orders. Temporary military leave for active-duty training shall be granted to any employee who as a member of a reserve component of the Armed Forces of the United States (the federally recognized National Guard, the federally recognized Air National Guard, the Officer's Reserve Corps, the Regular Army Reserve, the Air Force Reserve, the Enlisted Reserve Corps, the Naval Reserve, the Marine Corps Reserve, the Coast Guard Reserve, and the Public Health Reserve when serving with the Armed Forces) is ordered to full-time active military duty for training for a period not to exceed 180 calendar days, including time spent traveling to and from such duty. Such leave is not granted for inactive duty such as regular weekly or monthly meetings or drills required to maintain reserve status. However, unpaid leave may be granted for such meetings and drills or the employee may elect to use vacation leave or compensatory time unless this use would place the employee into overtime.

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If any state or federal laws applicable to the University and relating to the subject matter of this Article are more generous to employees than currently provided for in this Article, the University will comply with the law.

A. Eligibility for Pay and Benefits

i. General Conditions and Eligibility.

An employee granted temporary military leave for active-duty training or extended military leave is entitled to receive regular University pay for the first thirty (30) calendar days of such leave in any one fiscal year, but not to exceed the actual period of service, provided:

- a. The employee has at least twelve (12) months of continuous University service immediately prior to the granting of the leave (any prior military service shall be included in calculating this University service requirement); and
- b. such payment for temporary and extended military leave in any combination, in addition to any University payment for military leave for physical examinations, does not exceed the pay due for a period of thirty (30) calendar days in any one fiscal year.

ii. [The University may require verification of an employee's military orders.](#)

iii. Part-time Employee

An eligible part-time employee shall receive pay in proportion to the average percent of full-time worked during the three (3) completed monthly pay periods immediately preceding the leave.

iv. Ineligible Employee

An employee not eligible for military leave pay may have such absence charged to accrued vacation, [accrued compensatory time off](#), or the military leave may be without pay, [unless this use would place the employee into overtime](#).

iv. Monthly/Weekly Drills

Paid leave is not granted for inactive duty such as regular weekly or monthly meetings or weekend drills. [Unpaid leave may be granted for such meetings or the employee may elect to use vacation or compensatory time unless this use would place the employee into overtime.](#)

Commented [sv2]: For employees that work Monday-Friday this language should not be used to push an employee into overtime by using PTO/CTO on drill or training days that they would not normally be scheduled on.

5. Service Credit and Benefits. An employee on temporary military leave for active-duty training or extended military leave, who is not on pay status shall receive length of service credit provided that the employee returns to the University service at the expiration of the leave in accordance with applicable State and Federal laws. Such employee shall accrue vacation and sick leave and receive holiday pay only in accordance with Article XX – Vacation, Article XX – Sick Leave and Article XX – Holidays. An employee on pay status shall receive regular benefits, provided that the employee returns to University service at the expiration of the leave in accordance with applicable State and Federal laws. Retirement benefits and service credit shall be continued in accordance with the provisions of the applicable retirement system regulations. Health benefits may be continued at the employee's request and expense for a limited period of time as outlined under the University's group insurance regulations. Benefits – An employee on leave for military reserve training who is not on pay status shall receive length of service credit, provided that the employee returns to University service at the expiration of the leave in accordance with applicable State and Federal laws. Such employee may receive retirement benefits and service credit only in accord with the provisions of the applicable retirement system; may continue health plan coverage at the employee's request and expense for a limited period of time as described in the University Group Insurance Regulations; and may receive vacation and sick leave accruals and holiday pay only in accordance with those articles of this Agreement.

B. Temporary Military Leave for Active Duty Training

Temporary military leave for active-duty training shall be granted to any employee who as a member of a reserve component of the United States Armed Forces is ordered to full-time active military duty for training for a period not to exceed one-hundred eighty (180) days, including time spent traveling to and from such duty.

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C. Extended Military Leave

1. Extended military leave shall be granted to an employee who enlists or is ordered into active duty in the United States Armed Forces or a reserve component or who is ordered into active Federal military duty as a member of the National Guard or Naval Militia. Such leave shall be granted for active-duty service at any length or for active-duty training in excess of one-hundred eighty (180) days.

2. Period of Leave

An employee shall be granted extended military leave for the initial period of enlistment, service, or tour of duty for a period not to exceed five (5) years. In addition, leave shall be granted for a period up to six (6) months from the date of release from duty if the employee requests such extension.

3. Service Credit and Benefits

An employee granted extended military leave shall receive a lump-sum payment for earned salary, and accrued vacation. Upon written request, an employee may elect to retain accrued vacation on the records for a period not to exceed one-hundred eighty (180) days. Vacation credits retained on the records in excess of one-hundred eighty (180) days shall be paid out at the pay rate in effect at the time of payment, taking into account any salary increases that may have occurred in the previous one-hundred eighty (180) day period.

4. Sick Leave.

Sick leave credit shall be retained on the records.

5. An employee shall receive length-of-service benefits related to employment that would have been granted had the employee not been absent, except that the employee shall not receive credit toward completion of probationary period (see Section D).

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D. Extended Military Leave

An employee who was serving a probationary period at the time extended military leave became effective shall be required to complete the probationary period upon reinstatement.

If the probationary employee served in active military service for a period of more than thirty (30) days, they shall not be separated from employment by management action except for cause for six (6) months from the date of reinstatement.

If the probationary employee served in active military service for a period in excess of one-hundred eighty (180) days, they shall not be separated from employment by management except for cause for one (1) year from the date of reinstatement.

E. Emergency National Guard Leave

Military Leave shall be granted to an employee who as a member of the National Guard is called to active duty by proclamation of the Governor during a state of emergency. An employee who as a member of the National Guard is called to active federal military duty at the request of the president of the United States is not eligible for emergency National Guard leave, but shall be granted extended military leave as set forth in section D.

4. Eligibility for Pay

An employee granted military leave for emergency National Guard duty is entitled to receive regular University pay for a period not to exceed thirty (30) calendar days in any (1) fiscal year. An employee is

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eligible for pay regardless of the length of University service, and such pay is in addition to any University payment for temporary military leave for active-duty training, extended military leave, and military leave for physical examinations.

5. Service Credit and Benefits

~~An employee on military leave with pay for emergency National Guard duty shall receive all benefits related to employment which are granted when an employee is on pay status. If not on pay status, the employee shall receive length of service credit provided that the employee returns to University service immediately after the emergency service is over. Such employee shall accrue vacation and sick leave and receive holiday pay in accordance with Article XX – Vacation, Article XX – Sick Leave, and Article XX – Holidays. An employee on military leave with pay for emergency National Guard duty shall receive all~~
benefits related to employment which are granted when an employee is on pay status. If not on pay status, the employee shall receive length of service credit, provided that the employee returns to University service immediately after the emergency is over. Such employee may receive retirement benefits and service credit only in accord with the provisions of the applicable retirement system; may continue health plan coverage at the employee's request and expense for a limited period of time as described in the University Group Insurance Regulations; and may receive vacation and sick leave accruals and holiday pay only in accordance with those articles of this Agreement.

F. Physical Examination

Military leave with pay shall be granted to an employee in accordance with Section B. regardless of length of service, when the employee is required to take a pre-induction or pre-enlistment physical examination to fulfill a commitment under a Selective Service or comparable law, or during a period of war or comparable national emergency.

1. Time off for other physical examinations in connection with military service may be charged to accrued sick leave or vacation or shall be without pay.
2. The University may require verification of an employee's military orders to report for a physical examination.

G. Reinstatement

1. Following release from military service, an employee shall have such right to return, and only such right, as may be required by State and Federal law in effect at the time the employee applied for reinstatement.

2. Upon reinstatement, an employee shall receive salary increases applicable to the employee's position during the military leave as provided by the Agreement.

H. Supplement to Military Pay

All members of Teamsters Local 2010 are eligible to receive supplemental pay as provided by the policy of the University of California.

H. Military Caregiver Leave

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Handwritten date: 7-4-28-23

ARTICLE XX - NO STRIKE/NO LOCKOUT

- A. During the term of this Agreement or any extension thereof, the University agrees that there will be no lockouts.
- B. During the term of this Agreement or any extension thereof, the Union, on behalf of its officers, agents and unit members, agrees that there shall be no strikes or concerted activities, including sympathy strikes, which would interfere with the operations of the University. The prohibitions set forth in this article regarding participation in concerted activities do not apply to employees with respect to the use of their personal non-work time.
- C. 1. During the term of this Agreement or any extension thereof, the Union, its officers, agents, and unit members agree that they shall not in any way participate in or lend support to any strikes or concerted activities of any kind in violation of this Article.
2. The Union further agrees to maintain critical services in the event of any activity by any individual(s) or labor organization(s) which interferes with the operations of the University. Such critical services include, but are not limited to maintenance and operation of: 1) patient care and animal care facilities, including but not limited to UC Davis Health and UC Davis Veterinary Teaching Hospital; 2) UC Davis research facilities; 3) UC Davis computer operations; 4) facilities in which valuable collections are maintained; 5) UC Davis Student Housing and Dining Facilities; and 6) infrastructure. Must maintain minimum staffing for critical operations as required by agency dictated staffing needs.
3. Any employee who violates this Article may be subject to disciplinary action up to and including discharge.
- D. 1. Should any activities in violation of this Article occur, the Union shall immediately take whatever affirmative action is necessary to prevent and/or bring about the termination of such action or interference. Such affirmative action shall include the immediate written notice to all employees in the unit at their work and/or home addresses stating that they must cease their violation of this Agreement and that they may be subject to disciplinary action up to and including discharge.
2. Nothing herein constitutes a waiver of the University's right to seek appropriate legal relief in the event of a violation of this Article.

ARTICLE XX NON-DISCRIMINATION

A. GENERAL PROVISIONS

Within the limits imposed by law or University policy, the University shall not discriminate against or harass any employee on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, gender, gender identity, gender expression, gender transition status, pregnancy, physical or mental disability, medical condition (cancer-related or genetic characteristics), genetic information (including family medical history), age, citizenship, union activity, political affiliation, union activity, or service in the uniformed services (as defined by the Uniformed Services Employment and Reemployment Rights Act of 1997-1994 (USERRA)), ~~which includes membership, application for membership, performance of service, application for service, or obligation for service in the uniformed services.~~

B. UNION AFFILIATION

The University shall not discriminate in the application of the provisions of this Agreement based on Union or non-Union affiliation.

C. RETALIATION

The University shall not retaliate against any employee or person seeking employment for bringing a complaint of discrimination or harassment, including retaliation against a person who assists someone with a complaint of discrimination or harassment, or participates in any manner in an investigation or resolution of a complaint of discrimination or harassment. Retaliation includes threats, intimidation, reprisals, and/or adverse actions related to employment.

D. STATE AND FEDERAL LAW

This Article is intended to be consistent with the provisions of applicable state and federal laws and University policies. Nothing in this Article shall be construed to prevent an employee alleging discrimination from exercising constitutional or statutory rights which may be available.

E. SEXUAL HARRASSMENT

Instead of, or in addition to filing a grievance, an employee may report an allegation of sexual harassment to the campus's Title IX Officer pursuant to the University of California's Sexual

Union Proposal 1 May 12 2021 UC DAVIS K3 Teamsters Local 2010 10:55Am

University Counter – September 29, 2021

Union Proposal 3 September 30 2021

UC Counter #2 10/28/21

University Counter #3 – 3/24/2022

Violence and Sexual Harassment Policy. If an employee files a grievance that includes an allegation of sexual harassment, the University shall forward the allegations to the Title IX Officer for processing under the University policy. Once a sexual harassment case is referred to the Title IX Officer for review by that office, the parties agree that the grievance will be placed in abeyance pending the completion of that review. Upon written request by the grievant or Union, the University will take the grievance out of abeyance, with the parties' understanding that the University will be unable to issue a grievance response addressing the alleged facts and/or policy violation(s) until the review is completed and the determination issued, with the parties' understanding that the University will be unable to issue a substantive grievance response until the review is completed and the determination issued. If the parties mutually agree that an investigation by the Title IX Officer may warrant more time than is available under the Grievance and Arbitration procedures in Articles xx and xxx, and that all necessary interim mitigative measures are being taken, they may agree mutually to hold the grievance in abeyance while the investigation occurs. Should the investigation take longer than sixty (60) business days, the employee, or the Union on the employee's behalf, shall have the right to recommence at any time by written notice to the University the grievance at the step at which it was put into abeyance. Additionally, if the grievance is put into abeyance, after After completion of the process under the University policy, the employee may withdraw the grievance or request that the grievance continue to formal review pursuant to the grievance procedure provided for in this agreement. Nothing in this Article is intended to conflict with the University of California's Sexual Violence and Sexual Harassment Policy.

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E. Allegations of a violation of this Article, only when made in connection with a provision of another Article that is grievable beyond Step 2, shall be eligible for appeal to the same degree that the Article to which the grievance is connected is grievable and/or arbitrable.

FOR THE UNIVERSITY

FOR TEAMSTERS LOCAL 2010

Stephen M. Green

Tammy chp

3/24/22

Date

3-24-22

Date

TA for UCD 3/30/2023

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University Counter 2 12062022

Union Proposal 3 12 07 2022 1:23PM

University Counter 3 2/22/2023

Union Proposal 4 03082023 10:30AM

University Counter 4 03.09.2023

Union Counter 5 03302023 10:28AM

University Counter 5 3.30.2023

Union Counter 6 03302023 Package proposal with Hours of Work 2:24PM

University Counter 6 3.30.2023

ARTICLE XX - OVERTIME

A. General Provisions

1. Definitions

a. Nothing herein is intended to limit or restrict the authority of management to require any employee to perform overtime work. Overtime shall be defined as hours worked in excess of eight (8) hours worked in one (1) day (or regularly assigned shift) or forty (40) hours worked in one (1) week. For example, employees assigned a shift comprised of a four (4) day work week containing four (4) ten (10) hour work days shall be paid time and one half (1 1/2) for all hours actually worked in excess of ten (10) hours per day or forty (40) hours per week. Time spent off work on approved vacation, holidays, compensatory time off, sick leave, jury duty, or witness leave, shall be considered time worked for the purpose of this article.

Commented [TA1]: Not in UC Proposal on June 6 2022 and not in other contracts. Already states that overtime shall be defined as hours "worked" regressive. UC accepted this language June 6, 2022

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Commented [TA2]: UCSB K8

b. Bargaining unit employees shall be entitled to overtime compensation for all hours of work in excess of eight (8) hours worked in a day (or regularly assigned shift) or forty (40) hours worked in one (1) week and that CTO, sick leave, sick leave, sick leave, sick leave, vacation leave, holidays, jury or witness duty taken prior to said eight (8) hours of work shall not circumvent that entitlement.

Commented [GDA3]: Was deleted in University proposal dated 6.22.2022

Commented [TA4]: UCLA K4, UCSF K2, CSU, have CTO, sick leave, vacation, holidays, jury shall not circumvent...

Commented [GDA5]: Language accepted by Union proposal on 7.13.2022

c. In addition, the following overtime rates will apply:

Monday-Friday

Two (2) times the employee's regular rate of pay for overtime hours worked in excess of four (4) overtime hours worked in one day.

Saturday and Sunday

Two (2) times the employee's regular rate of pay for overtime hours worked on Saturday and/or Sunday.

2. As soon as practicable after the University decides upon the need for overtime or additional work, the University shall notify the employee(s) it selects that overtime must be worked or that the employee(s) must work beyond their regularly assigned shift. An employee may decline such assignments under special circumstances and a supervisor shall make a

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sincere effort to relieve an employee working overtime whenever said employee so requests. However, wherever it is necessary to meet the operational requirements of the University, the University shall have the right to require the performance of such work, including requiring employees to remain at work after conclusion of their shift until relief is available. The University shall be responsible for assigning overtime relief coverage and having adequate staff on call for urgent needs.

B. Distribution of Overtime

1. Overtime shall be assigned based upon the employee's classification and qualifications to do the work and operational needs of the University.

2. To the extent possible, planned overtime shall be offered to the most senior qualified employee, then the next most senior and so on, until all employees in the shop or work location have been offered overtime, at which time, the most senior employee is again offered an overtime assignment. For the purpose of this section, seniority shall be based on the employee's time in the classification in a shop or work location.

~~3. At each organizational unit work location, the University will post the previous twelve (12) months of overtime distribution. Employees who are offered overtime and who decline it will have the overtime recorded as if it had been worked. All employees at the organizational unit work location will be listed as eligible for overtime.~~

~~3.4.~~ When there are no volunteers for a planned overtime assignment, overtime shall be assigned to the least senior employee in the job family and organizational unit, on the same shift.

C. Overtime Rate and Method of Compensation

1.

a. For all employees in the bargaining unit who work a standard work schedule, all hours worked in excess of eight (8) hours in a day shall be compensated at the rate of one and one-half (1-1/2) times the regular hourly rate.

Commented [TA6]: University already accepted language added qualified in a regressive proposal. 1. already speaks to when overtime will be offered. Adds confusion.

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b. For all employees in the bargaining unit, compensation shall be at the rate of one and one-half (1-1/2) times the regular hourly rate for all hours worked in excess of forty (40) hours in one (1) week.

c. For all employees in the bargaining unit, compensation shall be at the rate of one and one-half (1-1/2) times the regular hourly rate for all hours worked on the employee's regular scheduled day(s) off.

~~d. For all employees in the bargaining unit, work in excess of twelve (12) hours in a given day or more than eight (8) hours on the seventh day of a workweek shall be paid at two (2) times the straight time rate.~~

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~~d. For all employees in the bargaining unit, work in excess of twelve (12) hours in a given day or more than eight (8) hours on the seventh day of a work week shall be paid at two (2) times the straight time rate. Subject to operational needs, the University shall make every effort to avoid assigning a member of the unit who works an eight (8) hour shift to work more than six (6) consecutive days. Subject to operational needs, the University shall make every effort to avoid assigning a member of the unit who works a ten (10) hour shift to work more than five (5) consecutive days. Subject to operational needs, the University shall make every effort to avoid assigning a member of the unit who works a twelve (12) hour shift to work more than four (4) consecutive days. An employee shall be paid one and one-half (1-1/2) times his/her straight time rate for all hours worked on each consecutive day of work in excess of the above until a day off is granted when:~~

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Commented [TA8]: UCLA K4 MP July 6 22, UCB KB

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~~a. a designated eight-hour employee is scheduled to work more than six (6) consecutive full shifts within six consecutive days.~~

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~~b. a designated ten-hour employee is scheduled to work more than five consecutive full shifts within five (5) consecutive days.~~

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~~c. a designated twelve-hour employee is scheduled to work more than four consecutive full shifts within four (4) consecutive days.~~

~~d. The consecutive days of work provisions, including premium pay, may be waived in writing by the employee, either at his/her request or as the result of a scheduling change requested by the employee which results in such consecutive days of work.~~

~~e. Any scheduled overtime which is not contiguous to an employee's normal schedule, shall be a minimum of ~~four (4)~~three (3)~~four (4)~~three (3) ~~four (4)~~three (3) hours and shall be paid at one and one-half (1-1/2) the regular hourly rate.~~

Commented [TA10]: UCLA K4, UCSD, ucba kb,

Commented [GDA11]: Was modified to three hours in University proposal dated 6.22.2022

Commented [GDA12]: Accepted by union on 3/8/23

~~f. When an Employee is required to work through or interrupt lunch due to operational needs, that employee shall be paid overtime rate for the lunch period or allowed a lunch period as soon as operational need allows. If an employee is going to work through their meal or rest break, that employee shall request approval from their supervisor. When an Employee is required by their supervisor to work through or interrupt lunch due to operational needs, that employee shall be paid overtime rate for the lunch period or allowed a lunch period as soon as operational need allows.~~

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~~g. Penalty: 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 the employee's regular rate of pay.~~

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~~h. For all employees in the bargaining unit, overtime hours worked on Saturday and or Sunday shall be paid at two (2) times the straight time rate.~~

Commented [TA13]: University already agreed to include on call, shift differential on June 22, 2022. regressive proposal. Added language to shift differential to add confusion. UCLA K4 has this definition of calculating overtime.

2. For purposes of calculating the overtime rate for hours worked as mentioned in C.1. above, the regular hourly rate shall include: the employee's base rate, shift differential ~~-based on the employee's regular shift, on-call, on-call, hazardous duty pay hazardous duty pay and hazardous duty pay in accordance with Article XX Wages (only if the overtime worked performed is hazardous duty).~~ When an employee is employed at more than one base rate,

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overtime earned at the time and one-half rate shall be calculated based on the base rate in effect when the overtime is earned.

3. ~~Notwithstanding Section C.1. above, overtime compensation earned at the time and one-half rate and double time rate and double time rate may be accrued as compensatory time at the employee's option provided that no more than two hundred forty (240) hours of compensatory time may be accrued in any calendar year. Employees may request to receive payment of hours in their compensatory time bank on the first pay date in June and the first pay date in December of each year. A maximum of two hundred forty (240) hours of compensatory time may be carried over into the next calendar year. The total amount of compensatory time carried over shall be credited to the maximum two hundred forty (240) hours compensatory time accrual for that year. (For example, an employee who chooses to carry over one twenty (120) hours into the following calendar year shall only be allowed to accrue a maximum one twenty (120) hours in the new calendar year.)~~

Notwithstanding Section C.1. above, overtime compensation earned at the time and one-half rate or double rate may be accrued as compensatory time at the employee's option provided that no more than two hundred forty (240) hours of compensatory time may be accrued in any calendar year. Employees may request to receive payment of hours in their compensatory time bank on the first pay date in June and the first pay date in December of each year. A maximum of two hundred forty (240) hours of compensatory time may be carried over into the next calendar year. The total amount of compensatory time carried over shall be credited to the maximum two hundred forty (240) hours compensatory time accrual for that year. (For example, an employee who chooses to carry over one twenty (120) hours into the following calendar year shall only be allowed to accrue a maximum one twenty (120) hours in the new calendar year.) Compensatory time off shall be approved by the Department Head or designee and taken within two (2) six (6) month bank periods (January 1-June 30; July 1-December 31). Banked compensatory time off which is not paid or scheduled within the bank period 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 receive payment of hours in their compensatory time bank on the first pay date in June and the first pay date in December of each year. A maximum of two

Commented [GDA16]: Proposed union language creates major tax issues.

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Commented [GDA18]: We accept the total number of hours

Commented [GDA19]: Duplicate language from above

Commented [TA20]: University already agreed to UP on CTO language on June 22, 2022 and already provides CTO that can carry over. Regressive. UCLA K4, UCSB K8, and UC Davis depending on department allows carry over.

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hundred forty (240) hours of compensatory time may be carried over into the next calendar year. The total amount of compensatory time carried over shall be credited to the maximum two hundred forty (240) hours compensatory time accrual for that year. (For example, an employee who chooses to carry over one hundred twenty (120) hours into the following calendar year shall only be allowed to accrue a maximum one hundred twenty (120) hours in the new calendar year.)

4. Upon separation from employment, an employee shall be paid any banked compensatory time earned at the premium rate at the then current rate of pay or at the employee's average rate of pay for the last three (3) years of employment, whichever is higher.
5. Overtime shall not be paid more than once for any hours worked, and there shall be no pyramiding of overtime.

~~D. — Overtime Meal Allowance~~

~~When an employee is required to extend their regularly assigned shift more than three (3) hours, and that period extends past the employee's regular meal time, they shall be paid an overtime meal allowance of twenty-two dollars (\$22.00). A person who is scheduled to work planned overtime is not entitled to be paid for a meal, even though this overtime requires them to work past a regular meal time.~~

D. — Overtime Meal Allowance

When an employee is required to extend their regularly assigned shift more than three (3) hours, and that period extends past the employee's regular meal time, they shall be paid an overtime meal allowance of twenty dollars (\$20.00). In lieu of a meal allowance, the University may elect to provide a meal or an equivalent meal swipe/voucher. A person who is scheduled to work planned overtime is not entitled to be paid for a meal, even though this overtime requires them to work past a regular meal time.

Commented [TA23]: UCLA K4 MP July 6, 22. All Skilled trades have OT meal allowance

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D. Overtime Meal Allowance

When an employee is required to extend their regularly assigned shift more than three (3) hours, and that period extends past the employee's regular meal time, they shall be paid an overtime meal allowance of twenty dollars (\$20.00). In lieu of a meal allowance, the University's sole discretion, the University may elect to provide a meal or an equivalent meal swipe/voucher. A person who is scheduled to work planned overtime is not entitled to be paid for a meal, even though this overtime requires them to work past a regular meal time.

Commented [TA24]: UCLA K4, UCSB K8, K9 UCI, UCM KM all have overtime meal allowances

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E. Time Off Between Shifts

In the event an employee is required to change their shift and this change results in less than ten twelve (102) twelve (12) eleven (11) twelve (12) eleven (11) twelve (12) hours between shifts, the employee shall be paid at the rate of one and one-half (1-1/2) times the regular hourly rate for all hours worked within the ten twelve (102) twelve (12) eleven (11) twelve (12) twelve (12) (11) hours between the old and new assigned shift. Employees whose regular schedule is twelve (12) hours per shift and is required to change their shift and this change results in less than a full eleven (11) hours between shifts, the employee will be paid at the rate of one and one-half (1-1/2) times the regularly hourly rate for all hours worked within the eleven (11) hours between the old and new assigned shift.

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 University Proposal #3 2/16/2023
 Union Proposal #4 02212023
 University Proposal 4 4.18.2023
 ARTICLE XX —PARKING

A. The University shall provide parking to the same extent and under the same conditions and applicable parking fees as normally provided for other unrepresented University non-management staff employees except that, ~~employees except that~~

1. There shall be no parking fee increases during the lifetime of this agreement. ~~There shall be no parking fee increases during the lifetime of this agreement.~~

2. Employees will be reimbursed parking fees paid each month. ~~Employees will be reimbursed parking fees each month that are higher than \$50 per month.~~

B. ~~It is understood and agreed that parking spaces may, from time to time, be eliminated or reassigned due to construction, special events, and/or operational needs of the University. The University will make alternative parking arrangements in such cases and reimburse employees for any parking related expenses when parking is not available.~~

C. ~~The University shall encourage bargaining unit employees are encouraged to use the alternative forms of transportation offered by UCD as well as public transportation through education, discounts, and reimbursement programs. The University shall reimburse employees for the costs of public transportation.~~

A. GENERAL PROVISIONS

1. ~~The University shall provide to K3 Unit employees parking and parking-related services to the same extent and under the same conditions as normally provided for unrepresented University staff employees at the employee's location.~~
2. ~~It is understood and agreed that parking spaces designated for employees may from time to time be eliminated or reassigned due to construction, special events, and/or operational needs of the University. The University will make alternative parking arrangements in such cases.~~

B. PARKING AND TRANSPORTATION RATES

1. ~~During the life agreement, the University shall not raise monthly parking rates by more than \$102 per year (\$12 per year (\$1 month) \$10 per month, to not exceed \$120 in increases per year.~~
1. ~~The University will implement parking and transportation rates at each location.~~
2. ~~The University shall limit parking rate increases to the K3 Unit as specified in Appendix X.~~

C. MEET AND DISCUSS PARKING AND TRANSPORTATION RATE CHANGES

1. ~~At least thirty (30) calendar days prior to a campus' or Laboratory's implementation of new or changed parking or transportation fees to be charged to employees of this unit.~~

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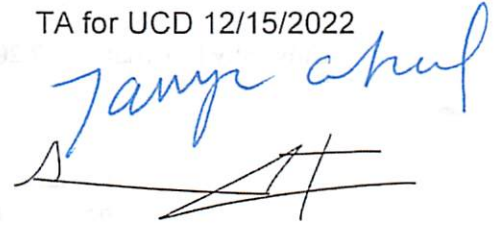
11.17.2021 Union Proposal #3 01122022

University Proposal #3 2/16/2023

Union Proposal #4 02212023

University Proposal 4 4.18.2023

the University shall inform Teamsters Local 2010 of its intent to establish or change
parking charges.

Jamye Chul


Article XX - Pay for Family Care and Bonding

1. General Provisions

- a. In order to support employees' need to take leave to care for their family members, the University offers eligible employees Pay for Family Care and Bonding (PFCB), which is a partial income replacement option for up to eight workweeks per calendar year that may be available to employees taking Family and Medical Leave (FML) as set forth below.
- b. In order to be eligible for PFCB, an employee must be on an approved block Family and Medical Leave (FML) taken for one of the qualifying reasons below, and the employee must be taking that leave in a block of a minimum of one workweek.
- c. Family and Medical Leaves that qualify for the PFCB option are those leaves taken under the FMLA and/or CFRA for parental bonding, to care for a family member with a serious health condition, for Military Caregiver Leave, or for Qualifying Exigency Leave. PFCB is not an option available during any other type of leave.
- d. If an employee elects to use PFCB for a particular qualifying FML block leave rather than using paid leave accruals or taking the leave without pay, the employee must continue to use PFCB until they either exhaust their full eight workweeks of PFCB for the calendar year or that qualifying FML block leave ends. If their leave ends before they have used the full eight workweeks of PFCB for the calendar year, the remainder is available to use during a qualifying FML block leave later in the calendar year.

2. PFCB Calculation.

The PFCB option provides pay calculated at 100 percent of an employee's eligible earnings.

a. Eligible Earnings.

Eligible earnings include an employee's base salary payable through the University. Eligible earnings do not include (if applicable) bonuses, perquisites, overtime pay, out of classification pay, shift differentials, certification pay, specialty pay, emergency response pay, charge differentials, on-call differentials, or any pay that is received in addition to that of the employee's regular appointment, and any other additional cash compensation received that is more than 100% of the base salary of the full-time equivalent of the employee's regular position.

b. Appointments Established at a Fixed Percentage.

If the employee has an appointment established at a fixed percentage, PFCB is based on the salary rate in effect during the employee's leave.

c. Appointments Established at a Variable Percentage.

If the employee has an appointment established at a variable percentage, eligible earnings are an average of the employee's eligible earnings for the three calendar months (for an employee paid on a monthly basis) or six pay periods (for an employee paid on a bi-weekly basis) immediately prior to the period in which the leave begins, excluding periods with furlough or approved leave without pay. This average is calculated as follows:

- i. For an employee paid on a bi-weekly basis, the sum of hours paid in the six pay periods immediately prior to the period in which the leave begins is divided by 12 to determine the average hours worked per week. The average hours worked per week is the number of hours per week the employee is to be paid while receiving PFCB.
- ii. For an employee paid on a monthly basis, the sum of the time paid in the three calendar months immediately prior to the period in which the leave begins is divided by three to determine the average time worked per month. The average time worked per month is the time per month the employee is to be paid while receiving PFCB.

If the consecutive three months or six bi-weekly pay periods immediately preceding the beginning of the leave cannot be used due to furlough or approved leave without pay, the look-back period may be extended up to, but no longer than, one year prior to the beginning of the leave, using the most recent applicable pay periods.

3. Pay and Benefit Considerations.

a. Taxability and Deductions.

PFCB is considered taxable wages. An employee's normal deductions are taken from PFCB.

b. Vacation and Sick Accruals.

An employee accrues vacation leave based on type of appointment, years of qualifying service and hours on pay status. An employee accrues sick leave based on hours on pay status. However, when receiving PFCB, vacation and sick accruals are calculated as if the employee is on pay status for 100 percent of their normal hours.

c. Employment and Service Credit.

Employment service credit is used to determine years of qualifying service for an employee's vacation accrual rate and for eligibility for service awards. Employees accrue one month of employment service credit for each month in which they are on pay status at least 50 percent time. If receiving PFCB results in a pay status of less than 50 percent in a given month, an employee will not receive employment service credit for that month.

d. Retirement Service Credit.

Retirement service credit (i.e., service earned as a UCRP member or UC Defined Contribution Savings Choice participant) is earned based upon an employee's covered compensation and their full time equivalent compensation from a UCRP-eligible appointment. While receiving PFCB, an employee will continue to make required contributions to retirement plans. An eligible employee who is receiving PFCB only will receive 100 percent of the retirement service credit they would have earned in their regular and normal appointment.

e. Benefits.

University Proposal 1 12.7.2022 UC DAVIS K3

Health and welfare benefits deductions will be taken from PFCB in accordance with the employee's benefit elections. Receiving PFCB does not, in itself, affect benefits status or eligibility.

ARTICLE XX PERFORMANCE EVALUATION

A. EVALUATION

1. The performance of each employee shall be evaluated periodically for the purpose of assessing and evaluating an individual's work performance and for providing guidance and assistance relative to the employee's work performance, in accordance with a process established by the University. If an employee does not receive an evaluation of performance and it has been at least a year since the last evaluation has been done, the employee shall be deemed to have performed satisfactorily. A performance evaluation does not constitute discipline or corrective action.

2. ~~The University will endeavor to~~ endeavor to give The the employee ~~shall be given up to at least~~ five (5) work days to review the draft evaluation and provide input, if any, to the evaluator.

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3. Completion of a self-evaluation is voluntary. The parties understand and agree that self-evaluations can be helpful to the employee and their supervisor in accurately assessing the employee's performance.

4. ~~a. If an employee completes a self-evaluation, that~~ An An employee shall have up to seven (7) calendar days the right to provide a written rebuttal to their performance evaluation and to have that rebuttal attached to the performance evaluation. Both documents shall be placed in the employee's personnel file.

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b. Comments – Within thirty (30) calendar days after receiving a University performance evaluation, an employee may write comments pertaining to their evaluation or add relevant materials, why may supplement, or enhance the evaluation. When the University receives such written comments or materials from the employee, they shall be attached to the performance evaluation and placed in the employee's personnel file in which performance evaluations are maintained.

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5. ~~The employee shall be provided with a copy of the official performance evaluation, including the employee's rebuttal, which is to be placed in their personnel file prior to such placement. Evaluations should be signed by the evaluator and the employee.~~ The employee's signature indicates that the employee has reviewed the evaluation with the evaluator, but does not necessarily indicate agreement with the content of the evaluation. An employee shall receive a copy of the signed performance evaluation, including the employee's rebuttal, if any. The employee's signature indicates that the employee has reviewed the evaluation with the evaluator, but does not necessarily indicate agreement with the content of the evaluation.

B. ~~SATISFACTORY PERFORMANCE~~ FAILURE TO EVALUATE

Union Proposal 1 June 9 2021 UC DAVIS K3 Skilled Crafts Teamsters Local 2010

University Counter Proposal to Teamsters 9/2/21 Proposal

Union Proposal 3 03 02 2022

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Union Proposal 4 0323 2022

If an employee does not receive an evaluation of performance and it has been at least a year since their last evaluation was completed, they may make a written request to their immediate supervisor that an evaluation be done. Upon request, a performance evaluation shall be provided no later than sixty (60) calendar days.

C. COUNSELING

The University may counsel a bargaining unit employee concerning their performance, including but not limited to attendance and related performance issues. Such counseling shall not constitute discipline or corrective action ~~and shall not be placed in the personnel file.~~

D. PERFORMANCE MEETING

~~The employee may be permitted to have a Union Representative Steward present at their Performance Evaluation Meeting upon request by the employee.~~

D. DISPUTES

~~1. A non-probationary career employee who receives a written performance evaluation with an overall rating of less than satisfactory may file a grievance pursuant to Article XX Grievance Procedure.~~

~~1. A non-probationary career employee who receives a written performance evaluation with an overall rating of less than satisfactory may file a grievance pursuant to Article XX Grievance Procedure.~~

2. Disputes concerning alleged violations of Section B. above shall be subject to the Grievance and Arbitration Procedures of this Agreement; however, all other disputes arising from this Article may be reviewed under the Grievance procedure only of this Agreement, not the Arbitration procedures.

~~2. The employee may be permitted to have his/her Shop Steward present at his/her annual Performance Evaluation meeting upon request by the employee.~~

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FOR THE UNIVERSITY

FOR TEAMSTERS LOCAL 2010

Stephen M. Green

Tamyr chf

3/24/22

3-27-22

Date

Date

TA for UCD 4-20-23
Tary chul 7c UCD
4-20-23

Union Proposal June 9 2021 UC DAVIS K3 Teamsters Local 2010

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[Union Proposal #2 September 29, 2021](#)

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[University Counter #3 - 02102022](#)

[University Counter #4 - 09282022](#)

[Union Proposal #4 04192023 04192023](#)

ARTICLE XX - PERSONNEL FILES

A. General Provisions

1. It is understood that there shall only be one (1) Official personnel file for each employee (electronic or otherwise). Personnel files can be reviewed by contacting at Campus Human Resources or Health System Human Resources.
2. Upon employee's written request, an employee and/or their representative, shall be able to review their official personnel file within a reasonable period of time and in accordance with University procedure for reviewing personnel files.

B. Request for Inspection

Where the University determines that operational requirements permit, an employee shall be granted a reasonable amount of time in without-loss-of-straight-time pay status to review their personnel file(s). When granting such requests, the University shall take into account the frequency of such requests and the amount of time the employee is or will be engaged in such activity. Alternatively, an individual may provide the University with a written authorization allowing a designated Teamsters 2010 representative to receive a copy of the employee's personnel file(s) or identified portions thereof. Such written authorization shall be valid for a period of twenty-three (23) calendar days from the date thereof.

C. Rebuttal Statements

An employee may submit a rebuttal statement to material in their official personnel file. Such rebuttal shall be attached to the material being rebutted and placed in the employee's personnel file.

D. Grievance Files

Records involving the processing of an employee's grievance such as the grievance form, step appeals and responses, and settlement documents will be kept in a file separate from the employee's personnel file.

E. Protections from Disclosure

Records protected by recognized legal privilege and records excepted from disclosure by law may be withheld from the employee and/or the employee's representative. Neither an employee nor their representative shall be entitled to review confidential pre-employment information.

F. Fees

~~Fees may be charged for making copies of personnel file information or extracts thereof; however, there shall be no charge for the first copy of the individual employee's own records.~~

Personnel files stored electronically shall be provided electronically if requested and there shall be no charge. ~~Request for additional copies will be ten cents + 10¢ per page. When they are requested, copies will be~~

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provided within a reasonable period of time, ~~and shall never exceed 10 working days and shall not exceed ten (10) working days.~~

G. Letters in File

~~Prior to placing any document in an employee's personnel file, the employee shall be provided with a copy of the document. Written counseling letters or other documentation of oral counseling shall not be placed in the official personnel file. Prior to placing a letter of commendation or a derogatory letter in an employee's personnel file, the employee shall be provided with a copy of said letter. Prior to placing any document in an employee's personnel file, the employee shall be provided with a copy of the document. Written counseling letters or other documentation of oral counseling shall not be placed in the official personnel file unless they are attached to a letter of discipline. Prior to placing any document describing positive or negative employee performance or conduct in an employee's personnel file, the employee shall be provided with a copy of the document.~~

H. Removal of Discipline Documents

With the exception of performance evaluations, documents such as letters of disciplinary action, written warnings, and or written records of performance issues, shall, upon the written request of the employee, be removed from the employee's personnel file(s) if there have been no other disciplinary actions of the same or similar kind or if there have been no other disciplinary memoranda relating to the same or similar issues for a period of ~~twelve (12) months two (2) years eighteen (18) months two (2) years eighteen (18) months two (2) years~~ unless otherwise required by law. Materials which would be removed upon the employee's request or retained pursuant to a legal requirement or University policy which are more than ~~12 months old two (2) years eighteen (18) months two (2) years old eighteen (18) months two (2) years eighteen (18) months~~ will not be used or relied upon to take or support disciplinary action ~~other than to establish knowledge of University policies~~. Where documents are removed pursuant to employee request, the employee shall receive written confirmation of their deletion. ~~The employee may request in writing to their supervisor to remove the discipline from their personnel file after eighteen (18) months.~~

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I. Correction of File

If, after inspection of their personnel file, an employee believes that any portion of the material contained therein is not accurate, the employee may make a written request to ~~the appropriate University representative campus or health labor Relations Department~~ to have the material corrected. The University shall notify the employee in writing of the correction or of its denial of said request.

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University Counter #4 - 03/03/2022

ARTICLE XX POSITIONS AND APPOINTMENTS

A. Career Appointments

Career appointments are established at a fixed or variable percentage of time at fifty percent (50%) or more of full-time, and are expected to continue for one (1) year or longer.

B. Limited Appointments

1. Limited Appointments are established at any percentage of time, fixed or variable, and are not expected to continue for more than one thousand (1000) hours in a twelve (12) month period.

2. Limited ~~appointees~~ Appointments shall not normally be hired instead of career employees.

C. Conversion to Career Status

Except as provided in Section XX D below, in the event that an employee with a limited appointment attains 1000 hours of qualifying service within a rolling 12-month period, without a break in service of at least 120 consecutive calendar days, the University will convert the employee to career status at least 50% time of at least 50% time upon reaching the 1000-hour threshold.

a. Qualifying service includes all time on pay status in one or more limited appointments. Pay status shall not include on-call or overtime hours.

b. Such conversion to career status shall be effective on the first day of the month following attainment of 1000 hours of qualifying service.

c. Any break in service of 120 days or longer shall result in a new 12-month period for purposes of calculating the 1000 hours of qualifying service.

d. Employees who have been serving in a limited appointment who then converted to a career appointment, shall serve a probationary period in accordance with the provisions of Article XX, Probationary Period.

receive three (3) months service credit toward the completion of the probationary period, provided the credited time was served in the same position/classification prior to the career appointment.

D. Conditions for Non-conversion to Career Status

a. Conversion to career status, as provided in Section C3 above, shall not occur when:

a.

b. The employee is hired as replacement for another person who is on an extended leave; or,

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e. The position into which the employee is hired is not an "ongoing" position, in that the position is established and funded for less than a year at any percent of time; or,

c

d. The funding for the position is "one time" funding of 18 months or less; or, where the employee was hired specifically to work on a short-term project lasting no more than one (1) year.

~~d. The employee is hired as a temporary replacement for a vacant career position currently under recruitment.~~

~~d. The employee is hired as a temporary replacement for a vacant career position currently under recruitment and having been under recruitment for up to twelve (12) months.~~

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5. Termination of Limited (Casual) Employees. Employees in limited (casual) appointments may be terminated or have their time reduced at the sole discretion of the University and without recourse to Article xx, Arbitration Procedure, of this Agreement. An employee in a limited appointment shall be automatically released as of the last day of the appointment unless there is an earlier separation or a formal extension of the appointment. ~~The University will not terminate limited appointment employees for the sole purpose of denying them career status. Teamsters Local 2010 shall have the burden of proof when raising any allegation that a limited employee's termination is for the sole purpose of avoiding career status.~~

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34. Employees in limited appointments are at will, except that the University will not terminate limited appointment employees for the sole purpose of denying them career status, except that an allegation that a limited appointment employee is terminated for the sole purpose of denying career status is grievable and arbitrable. Teamsters Local 2010 shall have the burden of proof when raising any allegation that a limited employee's termination is for the sole purpose of avoiding career status.

D. Disputes

~~6. The University will not terminate limited appointment employees for the sole purpose of denying them career status. Only a dispute under this Article for those Limited (Casual) employees who have been converted or should have been converted to career employees is grievable and arbitrable. All other disputes under this Article are grievable but not arbitrable.~~

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~~B-Disputes~~

~~A dispute for a limited (Casual) employee except for those limited (casual) employees who have been converted or should have been converted to career employees under Section Kc above shall be processed under the grievance procedure, not not the arbitration procedure.~~

~~C-Lead Positions~~

~~1. Lead Positions will be filled for each craft at a ratio of one lead per 3-10 skilled trades workers in the shop.~~

~~E. Lead Positions~~

~~Within 90 days after ratification of this agreement, the University agrees to meet with the Union K3 bargaining team to discuss the role of the lead position, the lead position job requirements, and the number of lead positions.~~

FOR THE UNIVERSITY

Stephen M. Green

3/24/22

Date

FOR TEAMSTERS LOCAL 2010

Tony - chf

3-27-22

Date

**ARTICLE XX
PROBATIONARY PERIOD**

- A. All new career employees shall serve a probationary period of six (6) calendar months at fifty percent (50%) time or more without a break in service. Time on leave with or without pay is not qualifying service for the completion of the probationary period. Employees who are rehired following a break in service shall serve a new probationary period whether or not they previously completed a probationary period.
- B. Limited (casual) employees who have served a minimum of six (6) continuous months at fifty percent (50%) time or more in the same class, in the same shop and under the same supervisor as the career position for which they are hired, shall not serve a probationary period. If the limited (casual) employee is hired into a career position in a different class or in a different shop or a different supervisor, the employee shall be informed in writing at least seven (7) calendardays prior to the effective date of the extension that the probationary period will be extended, including the reason(s) for the extension but in no event, shall the total probationary period last more than a total of nine (9) continuous months at 50% time or more. The sole remedy for the University failing to provide this notice shall be to provide the employee the notice. Time on leave with or without pay is not qualifying service for the completion of the probationary period.
- C. A limited (casual) employee rehired into a career position of the same classification, in the same shop, within thirty (30) days of their break in service shall not serve a probationary period unless informed in writing by management. Employees who have been serving in a limited appointment who then converted to a career appointment via Article xx (Positions and Appointments), shall receive three (3) months service credit toward the completion of the probationary period, provided the credited time was served in

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the same position/classification prior to the career appointment.

D. Prior to the completion of the probationary period, the University will make a good faith effort to evaluate the employee's performance. However, a probationary employee may be released at the discretion of the University without recourse to Article XX Grievance Procedure or Article XX, Arbitration Procedure of this agreement provided the employee is not being released in violation of Article XX Nondiscrimination in Employment or Article XX.B above.

Accepted and agreed to by:

FOR THE UNIVERSITY

Stephen M. Green

Tentative Agreement
8-6-21 - agreed to on 7-28-21

Date

FOR TEAMSTERS LOCAL 2010

Tony Abel

8-19-21

Date

ARTICLE XX PROMOTIONS/TRANSFERS

A. Definitions

1. A "transfer" is the change of an employee from one position to another which is in a classification having the same salary range maximum.
2. A "promotion" is the change of an employee from one position to another position which is in a classification having a higher salary range maximum.
3. A position "vacancy" exists when the University determines that there is an open, active position for which recruitment is to be undertaken.

B. Recruitment

When any vacancy or new career bargaining unit position is available it shall be made known to employees via an electronic recruitment system or other means employed by the University. ~~for a minimum of two weeks unless otherwise agreed to by the parties. In addition, vacancies in the K3 bargaining unit and or promotional opportunities for the K3 bargaining unit shall be emailed to each bargaining unit member and posted on the bulletin boards including electronic bulletin boards ten days in advance of posting to the electronic recruitment system.~~ In addition, vacancies in the K3 bargaining unit and or promotional opportunities for the K3 bargaining unit shall be emailed to each steward for posting on the bulletin boards. ~~In addition, vacancies in the K3 bargaining unit and or promotional opportunities for the K3 bargaining unit shall be emailed to each steward for posting on the bulletin boards.~~

Commented [TA1]: UCLA K4, University posts all positions not just K3

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The University may limit the recruitment to internal applicants.

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C. Selection

The University shall have responsibility for the selection of an individual to fill a vacant position. To assist in making such selections, the University ~~may shall~~ seek the input of bargaining unit employees from the trade being recruited and ~~may~~ include bargaining unit employees ~~recommended by the Union~~ on the ~~i~~interview ~~p~~panels. ~~if any.~~

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[Union Proposal 3 03242022](#)

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D. Promotions

Employees desiring to compete for promotional ~~opportunities~~ opportunities within the bargaining unit ~~within the bargaining unit~~ shall meet the minimum qualifications for the position or classification in which they are interested. The applicant(s) (internal or external) judged to be best qualified for open position(s) will be selected for those positions. In those cases where the best qualified

~~the~~ qualifications are essentially equal, ~~bargaining unit~~ seniority will be the factor for selection, ~~provided that affirmative action guidelines have been met.~~

~~When two (2) or more employees are the final candidates for a promotion or lateral transfer within the unit and are judged by the University to possess equal qualifications for the position, seniority will be the deciding factor for selection.~~

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E. Intra-Departmental Transfers

1. If an opening within another area of an employee's current department of assignment is posted, any qualified employee may request in writing via e-mail to the supervisor by the posting deadline, a lateral transfer to that area. If an employee requests such a transfer and possesses the skills and other qualifications required, the transfer will be effected without a break in service. A job application or background check (Live Scan or equivalent) will not be required. In those cases where qualifications are essentially equal, departmental bargaining unit seniority will be the factor for selection if Office of Federal Contract Compliance Programs (OFCCP) guidelines have been met. The above process will be followed until any and all positions have been filled. Any open position, which results from such a transfer, will then be posted. This internal process may run concurrently with the standard external recruitment process for department vacancies, however, all internal transfers will be determined prior to offering a position to an external candidate.

2. Any bargaining unit employee desiring a lateral reassignment to another shift, days off, or location shall request such reassignment in writing directed to their supervisor. When a permanent vacancy is to be filled, reassignment shall be made from a list of such individuals, provided that an employee who has made such a request possesses the

~~qualifications and skills to perform the job required for the vacant position, and has been
employed in his/her current classification for at least twelve (12) months of qualifying
service. No more than one such transfer shall be approved for a bargaining unit employee
in a twelve (12) month period. If more than one employee on the list meets the
criteria stated above, the priority of selection will be determined by the date the request
was received in the department's personnel office. If more than one request is
received on the same date, the priority of selection shall be by seniority in class. The
vacancy shall be posted pursuant to Section B above if no qualified employee is on the
lateral reassignment list.~~

F. Inter-Departmental Transfers

~~If any opening within UC Davis Campus and or UC Davis Health which is outside the current department of assignment is posted, any qualified employee may request in writing via e-mail to the supervisor by the posting deadline, a lateral transfer to that area. Employees who desire to compete for lateral transfer opportunities to a position in another department or from Campus to Health or Health to Campus shall apply on the open requisition and meet the minimum qualifications for the position or classification in which they are interested. Employees who meet the minimum qualifications for the position or classification shall be interviewed by the department. Internal applicants shall be given preference. In those cases where qualifications are essentially equal, the University shall give preference to the most senior employee. A background check (Live Scan or equivalent) shall not be required.~~

E. Shift Changes Reassignment and Transfer Within Department

~~When a bargaining unit position becomes vacant, prior to posting the position for open recruitment the University will conduct an open bid among qualified bargaining unit employees in the department where the vacancy arose to allow qualified bargaining unit employees to transfer to the shift, days off, or location of the open vacant position. The most senior employee based on departmental seniority in the bargaining unit ~~free to define~~, will be laterally transferred into the vacant position.~~

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F. Intra-Departmental Transfers

~~1. If an opening within another area of an employee's current department of assignment is posted, any qualified employee may request in writing via e-mail to the supervisor by the posting deadline, a lateral transfer to that area. If an employee requests such a transfer and possesses the skills and other qualifications required, the transfer will be effected without a break in service. A job application or background check (Live Scan or equivalent) will not be required. In those cases where qualifications are essentially~~

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[Union Proposal 3 03242022](#)

University – Can TA on 4/21/2022

~~equal, departmental bargaining unit seniority will be the factor for selection if Office of Federal Contract Compliance Programs (OFCCP) guidelines have been met. The above process will be followed until any and all positions have been filled. Any open position, which results from such a transfer, will then be posted. This internal process may run concurrently with the standard external recruitment process for department vacancies, however, all internal transfers will be determined prior to offering a position to an external candidate.~~

~~2. Any bargaining unit employee desiring a lateral reassignment to another shift, days off, or location shall request such reassignment in writing directed to their supervisor. When a permanent vacancy is to be filled, reassignment shall be made from a list of such individuals, provided that an employee who has made such a request possesses the qualifications and skills to perform the job required for the vacant position, and has been employed in his/her current classification for at least twelve (12) months of qualifying service. No more than one such transfer shall be approved for a bargaining unit employee in a twelve (12) month period. If more than one employee on the list meets the criteria stated above, the priority of selection will be determined by the date the request was received in the department's personnel office. If more than one request is received on the same date, the priority of selection shall be by seniority in class. The vacancy shall be posted pursuant to Section B above if no qualified employee is on the lateral reassignment list.~~

G. Inter-Departmental Transfers

~~If any opening within UC Davis Campus and/or UC Davis Health which is outside the current department of assignment is posted, any qualified employee may request in writing via e-mail to the supervisor by the posting deadline, a lateral transfer to that area. Employees who desire to compete for lateral transfer opportunities to a position in another department or from Campus to Health or Health to Campus shall apply on the open requisition and meet the minimum qualifications for the position or classification in which they are interested. Employees who meet the minimum qualifications for the position or classification shall be interviewed by the department. Internal applicants shall be given preference. In those cases where qualifications are essentially equal, the University shall give preference to the most senior employee. A background check (Live Scan or equivalent) shall not be required.~~

H. Interviews

~~Bargaining unit e~~Employees who are scheduled for a job interview for positions at UC Davis the University of California shall be granted reasonable time off with pay as determined by the University, if the interview has been scheduled during the

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employee's scheduled work time.

I. Temporary Promotions

Temporary promotions will not exceed 180 days unless the position has been posted in —the shop where the promotion is available for a minimum of three (3) days. Where such temporary position has been posted as described herein, the period of the promotion will —not exceed twelve (12) months, unless an extension is mutually agreed to by the Union and the University.

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J. Inter-Campus Transfers

Bargaining unit employees who transfer to another UC campus are deemed to be continuing their employment with the University of California without a break in service. Upon request from a transferring employee, UC Davis will provide assistance with the transfer of accrued vacation, sick leave and UCRP benefits if applicable, in accordance with University policies.

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K. Affirmative Action

The specific provisions of this Article notwithstanding, the University and the Union agree to comply with legally mandated affirmative action obligations

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Disputes

Disputes arising from this Article may only be reviewed under the Grievance Procedure of this Agreement, Article XX, but shall not be subject to the Arbitration Procedure, Article XX, of this Agreement.

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Disputes

Disputes arising from this Article may only be reviewed under the Grievance Procedure of this Agreement, Article XX, but shall not be subject to the Arbitration Procedure, Article XX, of this Agreement.

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[Union Proposal 3 03242022](#)

University – Can TA on 4/21/2022

Accepted and agreed to by:

FOR THE UNIVERSITY

Stephen M. Green

4/21/22

Date

FOR TEAMSTERS LOCAL 2010

Tanya all

4-21-22

Date

ARTICLE XX Reasonable Accommodation

A. In a manner that is consistent with applicable law, the University will provide reasonable accommodation to qualified employees who are disabled, or become disabled and need assistance to perform the essential functions of their jobs. This section shall not be construed as a guarantee of a specific form of accommodation nor shall accommodation in one case establish a precedent for similar or dissimilar circumstances, since all accommodations will be designed specific to the functional abilities of the employee in coordination with the requirements of the job. The interactive process shall be used to determine what, if any, reasonable accommodations will be made.

B. Reasonable Accommodation

1. An employee who becomes disabled shall be informed of available options for reasonable accommodation and the University's disability accommodation procedures during the interactive process.

C. The Interactive Process

1. The interactive process is an ongoing dialogue between the employee (and if requested by the employee, their Union representative) and appropriate representatives of the University about possible options for reasonably accommodating the employee's disability. Options may include, but are not limited to: a modified work schedule; a leave of absence; reassignment; modified equipment; assistive devices; modification of existing facilities; and restructuring the job. Both the University and the employee are expected to participate in the interactive process.

2. During the interactive process, the University considers information related to: the essential functions of the job; functional limitations; possible accommodations; the reasonableness of possible accommodations; and implementation of a reasonable accommodation. The information will be used by the University to determine what, if any, reasonable accommodation will be made.

3. Upon request by the employee, an employee's representative shall participate in the interactive process.

4. The University will process requests for reasonable accommodation and provide accommodations where reasonable and appropriate and in as short a time frame as reasonably possible.

D. Medical Documentation

The employee is responsible for providing medical documentation to assist in understanding the nature of the employee's functional limitations. When necessary, the University may require that the employee be examined by a University appointed licensed healthcare provider. In such case, the University shall pay the costs of any medical examinations requested or required by the University.

E. Trial Employment

When recommended by a disability manager and approved by the Department head or designee, a qualified former non-probationary career disabled employee may be offered temporary trial employment to evaluate the employee's interest and abilities. The length of this trial employment, which shall not exceed one year, shall be determined by the disability manager in consultation with the employing Department/Division Head.

Union Proposal 1 UC Davis K3 07282021 10:37AM
January 12, 2022. University Counter – Ready to TA with no changes

Positions used for trial employment shall not be designated as career, except that an employee shall maintain benefits to the extent permitted by benefit plan rules.

F. Special Selection for Other Positions

An employee who becomes disabled shall be assigned to a vacant position without the requirement that the position be publicized, where such assignment is selected as a reasonable accommodation pursuant to this Article and University procedures.

Accepted and agreed to by:

FOR THE UNIVERSITY

Stephen M. Green

01/12/2022
Date

FOR TEAMSTERS LOCAL 2010

Tommy Chul

1-12-22
Date

- A. This Agreement, effective DATE, is entered into between The Regents of the University of California, a corporation (sometimes referred to hereinafter as the "University"), and Teamsters Local 2010, (sometimes referred to hereinafter as the "Union"). The University recognizes Teamsters Local 2010, which was certified by the Public Employment Relations Board (PERB) on November 2, 2020, as the exclusive bargaining agent for matters within the scope of representation for the following classifications of UC Davis employees, excluding those classes and/or employees designated as managerial, supervisory, and confidential by PERB.

Title Code Job Title

The title codes within the unit are as follows:

8269 – Cabinet Maker

8207 – Cabinet Maker Appr.

8110 – Carpenter

8111 – Carpenter Appr.

8109 – Carpenter Ld.

8157 – Cement Mason FLOORER Appr.

8280 – Cement Mason FLOORER

8094 – Cogen Opr.

8093 – Cogen Opr. Appr.

7784 – Cogen Opr. Ld.

7785 – COGEN Instrument CNTRL TCHN

8138 – Electrician

8139 – Electrician Appr.

8137 – Electrician Ld.

8188 – Elevator Mech.

8159 – Elevator Mech. Ld.

8268- Elevator Mech. Appr.

8200 – Glazier

8249 – Glazier Appr.

8154 – High Volt Electrician

8261 – High Volt Electrician Appr.

UNION Proposal 1 May 12 2021 10:29AM
University Response - September 29, 2021
Union Proposal #2 November 15, 2021
7783 - High Volt Electrician Ld.

8222 - HVAC Control Technician

8184 - HVAC Mech. Ld.

8232 - HVAC Control Technician Appr.

8048 - Heavy Equip. Ops. Engineer

8050 - Heavy Equip. Ops. Engineer Appr.

8047 - Heavy Offroad Equip. Mech.

8049 - Heavy Offroad Equip. Mech. Appr.

8143 - Machinist

8142 - Machinist Worker Ld.

8308 - Machinist Appr.

8106 - Painter

8107 - Painter Appr.

8105 - Painter Ld.

8189 - Roofer

8220 - Roofer Ld.

8224 - Roofer Appr.

8246 - Sheetmetal Mech.

8092 - Sheetmetal Mech. Appr.

8125 - Sheetmetal Worker Ld.

8193 - Steamfitter

8192 - Steamfitter Worker Ld.

8309 - Steamfitter Appr.

8226 - Ventilation Mech.

8081 - Ventilation Mech. Ld.

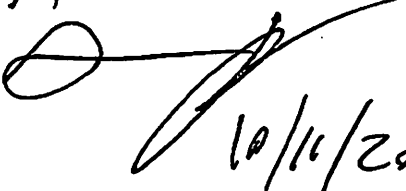
8225 - Ventilation Mech. Appr.

8174 - Physical Plant Mech.

8201 - Food Service Mechanic

8087 - Lead Food Service Mechanic

TA For UC


10/11/2022

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UNION Proposal 1 May 12 2021 10:29AM
University Response – September 29, 2021
Union Proposal #2 November 15, 2021
8088 Food Service Mechanic Assistant

8227 – Refrigeration Mech.

8254 – Refrigeration Mech. Ld.

8209 – Refrigeration Mech. Appr.

8217- Fac Mech

8244 – Water and Wastewater Opr. Appr.

8245 – Water and Wastewater Opr.

8258 – Plumber

8257 – Plumber Ld.

8259 – Plumber Appr.

8265 – Locksmith Ld.

8266 – Locksmith

8267 – Locksmith Appr.

8279 – CTRL HEAT COOLING PLT OPR

8278 – CTRL HEAT COOLING PLT OPR APPR

8286 – Signmaker

8329-Ops Mech Ld

9445-Fire & Security System Technician

8357 -Alarm Electrn Ld

B. Pursuant to PERB Rules and Regulations for unit modification, certain classifications may be added to the above-described UC Davis Skilled Crafts Unit by mutual agreement of the parties. The University and Teamsters Local 2010 will meet and confer, within thirty (30)-calendar days of the request of either party, regarding proposed new classifications to be added to the bargaining unit.

C. The term “employee” as used in this Agreement shall refer to any probationary, career, casual (limited) or apprentice employees of UC Davis in the above- mentioned unit except for those excluded pursuant to Section A. above.

Union Proposal 1 Draft 07282021 UC DAVIS K3 Teamsters Local 2010
University Counter 1– June 8, 2022
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Union Counter #3 09282022
University Counter #3 09292022

For UC Davis
9/29/2022

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9-29-22

ARTICLE XX RESIGNATION & JOB ABANDONMENT

A. Resignation

1. Employees who voluntarily separate from employment are, by definition, considered to have resigned their employment with the University. An employee who retires or otherwise voluntarily separates from a position with the University shall be required to submit a letter of resignation as notice of termination. The letter of resignation should be submitted at least fifteen (15) calendar days prior to the effective date of such resignation/termination, if possible.

2. Upon the employee's submission of a written notice of resignation there shall be no withdrawal or rescinding of the resignation except by the written mutual agreement of the University and the employee.

4. The final paycheck (including earnings to date, overtime, compensatory time and vacation hours) shall be paid to the employee (in the form of a check) at the employee's work location on the day of separation when:

- a. An employee is discharged;
- b. An employee has a predetermined ending date; or
- c. An employee has given at least seventy-two (72) hours' notice of intention to quit

5. When an employee does not give seventy-two (72) hours' notice of intention to quit, the University shall make the final paycheck available within seventy-two (72) hours. Upon the employee's request, the final paycheck may be mailed to an address designated by the employee. If the date of pay falls on a Saturday, Sunday, or weekday holiday, actual payment may be made on the next business day. Monday through Friday will be considered business days (including Medical Centers and other 24 hour operations).

B. Job Abandonment

The University may treat unexcused failure to report to work for five (5) consecutive scheduled work days as an employee's abandonment of, and resignation from, their University position.

1. In the case of such job abandonment/resignation, the University shall provide the employee with written notification of its intent to separate them. This notification shall include the reasons for separation, and the employee's right to respond to the University within fourteen (14) calendar days.. The notification shall be sent to the employee's University email address and last known mailing address.

2. At the option of the employee, their response may be written or may be a meeting with a designated University official who has the authority to effectively recommend that the employee not be separated.

Union Proposal 1 Draft 07282021 UC DAVIS K3 Teamsters Local 2010
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University Counter #3 09292022

3. Following the employee's timely response, or if no response was provided within the fourteen (14) calendar days, the designated University official shall issue a final decision. Notification of the final determination shall be sent to the employee's University email address and last known mailing address. Teamsters shall be provided a copy of each notice on the same day it is sent to the employee.
4. The University's final decision, following completion of the requirements in B.1-3 above, is not subject to the grievance provisions of this Agreement unless there is a dispute that the employee failed to report to work for 5 unexcused days. Such grievances shall only be grievable through step 2 of the grievance procedure. Under no circumstances are these grievances subject to the arbitration procedure.

For use: *[Signature]*
9/29/2022

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ARTICLE XX RESIGNATION & JOB ABANDONMENT

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2. Upon the employee's submission of a written notice of resignation there shall be no withdrawal or rescinding of the resignation except by the written mutual agreement of the University and the employee.

4. The final paycheck (including earnings to date, overtime, compensatory time and vacation hours) shall be paid to the employee (in the form of a check) at the employee's work location on the day of separation when:

- An employee is discharged;
- An employee has a predetermined ending date; or
- An employee has given at least seventy-two (72) hours' notice of intention to quit

5. When an employee does not give seventy-two (72) hours' notice of intention to quit, the University shall make the final paycheck available within seventy-two (72) hours. Upon the employee's request, the final paycheck may be mailed to an address designated by the employee. If the date of pay falls on a Saturday, Sunday, or weekday holiday, actual payment may be made on the next business day. Monday through Friday will be considered business days (including Medical Centers and other 24 hour operations).

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1. In the case of such job abandonment/resignation, the University shall provide the employee with written notification of its intent to separate them. This notification shall include the reasons for separation, and the employee's right to respond to the University within fourteen (14) calendar days. The notification shall be sent to the employee's University email address and last known mailing address.

2. At the option of the employee, their response may be written or may be a meeting with a designated University official who has the authority to effectively recommend that the employee not be separated.

Deleted: 2. An employee may request to rescind their resignation. Requests to rescind a resignation will be granted if requested within two business days of the original notice of resignation. Requests to rescind a resignation may be granted if requested after two business days at the discretion of the University.

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Deleted: 3. In the event an employee provides an oral notice of resignation, they may rescind such notice within two scheduled workdays following the oral notice. If such oral notice is not rescinded within the two (2) work-day limit, there shall be no withdrawal or rescission of their resignation except by the written mutual agreement of the University and the employee. ¶

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Deleted: 1. If an employee fails to notify the University of their absence, such an absence will be deemed to be unauthorized. If the duration of such an absence is five (5) or more consecutive assigned work days, the employee may be considered to have voluntarily terminated their employment with the University. The University shall provide notice and a summary of the information and material upon which the voluntary termination is based. The employee will have twelve (12) working days from the issuance of the notice within which to respond orally or in writing to the supervisor. If the employee fails to respond, the effective date of the voluntary termination shall be the last day of the notice period. If the employee responds, the University will review the response and notify the employee of the determination and the effective date of the voluntary termination or return to work and the status during the period of absence. A notice will be posted in each shop informing employees whom to contact regarding absences.

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3. Following the employee's timely response, or if no response was provided within the fourteen (14) calendar days, the designated University official shall issue a final decision. Notification of the final determination shall be sent to the employee's University email address and last known mailing address. Teamsters shall be provided a copy of each notice on the same day it is sent to the employee.

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4. The University's final decision, following completion of the requirements in B.1-3 above, is not subject to the grievance provisions of this Agreement unless there is a dispute that the employee failed to report to work for 5 unexcused days. Such grievances shall only be grievable through step 2 of the grievance procedure. Under no circumstances are these grievances subject to the arbitration procedure.

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C. Notices¶

The University shall notify the employee in writing at the employee's last known mailing address with a proof of service of all actions under the provisions of this Article. Teamsters shall be provided a copy of each notice on the same day it is sent to the employee.

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ARTICLE XX – Respectful and Fair Treatment

A. Teamsters Local 2010 and the University recognize that respectful, fair treatment of others promotes a work environment and organizational culture that supports and values all members of the University community. Therefore, University representatives shall treat members of the bargaining unit with dignity and respect in all interactions. In addition, members of the bargaining unit shall treat University representatives with dignity and respect in all interactions. For information purposes only, the following resources are available:

1. Guidance on Abusive Conduct and Bullying in the Workplace – <http://policy.ucop.edu/doc/4000647/AbusiveConductAndBullying>
2. The University of California’s Principles of Community and UC’s System-wide intolerance report form – https://ucsystems.ethicspointvp.com/custom/ucs_ccc/

B. Nothing in this Article shall be construed to change established University policies and practices about political expression and/or freedom of speech; nor shall anything in this Article impede normal expression in labor-management communications.

C. The University and Teamsters Local 2010 are committed to a workplace that is free of persistent bullying and significant disruptive behavior. The types of behavior that the University and Teamsters Local 2010 agree are inconsistent with respectful fair treatment include but are not limited to yelling, profanity, vulgarity, and/or verbal abuse that result in a persistently intolerable work environment. The content of sexual harassment training, including identification and avoidance of abusive conduct shall be appropriate subjects of local Labor Management meetings.

D. DISPUTE RESOLUTION

Any complaints alleging a violation of this article shall be grievable only through Step 2 of the grievance process.

The University and Teamsters Local 2010 agree that concerns about violations of this article may be discussed at local labor management meetings pursuant to Article XX - Labor Management Meetings.

FOR THE UNIVERSITY

Stephen M. Green

03/03/2022

Date

FOR TEAMSTERS LOCAL 2010

Tanya Chul
3-3-22

Date

ARTICLE XX SEVERABILITY

In the event that any provision of this Agreement is declared invalid or void by statute or judicial decision, such action shall not invalidate the entire Agreement. It is the express intention of the parties that all other provisions not declared invalid or void shall remain in full force and effect. In the event that any provision of this Agreement is declared invalid or void, ~~the parties agree to either party may request to meet and confer, and the parties requesting agree to meet on a substitute provision must contact the other party in writing within thirty (30) calendar days from the date the party learns that the provision(s) are declared invalid of the request, -in an attempt to reach agreement on a substitute provision, meet promptly upon request of the other party in an attempt to reach an agreement on a substitute provision.~~

Accepted and agreed to by:

FOR THE UNIVERSITY

Stephen M. Green

Tentative agreement
8-6-21 - agreed to on 7-28-21

Date

FOR TEAMSTERS LOCAL 2010

Taryn Chul

Date

*Tentative agreement
8-6-21 - agreed to on 7-28-21*

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[Union Counter #4 10122022 11:43AM](#)

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Article XX Shift Differentials

1. **Weekend Differential:** Employees assigned to weekends receive a weekend differential of ~~one dollar and fifty cents~~ ~~one seventy five~~ ~~8 % of base~~ ~~\$1.25~~ ~~\$2.00~~ ~~1.50~~ ~~\$2.50~~ ~~\$1.75~~ ~~two dollars and fifty cents~~ ~~(\$2.50)~~ ~~one dollar and seventy five cents (\$1.75)~~ hourly wage per hour worked Saturday and or Sunday.

2. **Swing Shift:** Employees assigned to the swing shift shall receive a differential of 9 % of base hourly wage per hour. A swing shift differential shall be paid for all hours worked including overtime when four (4) four hours or more of a shift are worked after 3:00PM and before 11:00PM. An employee who works an established swing shift shall receive ~~two dollars (\$2.00)~~ ~~three dollars and fifty cents (\$3.50)~~ ~~two dollars and twenty five cents (\$2.25)~~ ~~Three two dollars and twenty five fifty cents (\$3.25)~~ ~~Three dollars (\$3.00)~~ ~~two dollars and fifty cents (\$2.50)~~ per hour in addition to his/her/their regular hourly rate of pay. A swing shift is defined as a shift where at least four (4) of the regularly scheduled hours fall between 3:00 p.m. and 11:00 p.m.

3. **Graveyard Shift:** Employees assigned to the graveyard shift shall receive a differential of 17% of base hourly wage per hour. A graveyard shift differential shall be paid for all hours worked including overtime when four (4) hours or more of a shift are worked after 11:00PM and before 7:00AM. An employee who works an established graveyard shift shall receive ~~two dollars and seventy five cents (\$2.75)~~ ~~four three dollars and twenty five cents (\$4.00)~~ ~~three dollars (\$3.00)~~ ~~three dollars and seventy five cents (\$3.75)~~ ~~three dollars and twenty five cents (\$3.25)~~ per hour in addition to their regular hourly rate of pay. A graveyard shift is defined as a shift where at least four (4) of the regularly scheduled hours fall between 11:00 p.m. and 7:00 a.m.

4. The higher shift differential (graveyard) shall be paid for the entire shift for employees who qualify for the swing shift differential and graveyard shift differential.

5. When an employee who usually works on ~~an evening~~ ~~a swing or graveyard or night~~ shift is temporarily assigned to a day shift for a period of four working days or less ~~in a pay period~~, the employee shall continue to receive any shift differential. A temporary change of four working days or less in shift assignment initiated by the employee is not covered by this provision.

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University Proposal 4 2.21.2023
ARTICLE XX SICK LEAVE

A. Sick leave is provided to continue the salary of eligible employees who would otherwise be on pay status but who are unable to work because of illness, injury or disability. Sick leave is also provided for medical, dental and/or appointments for examinations or treatment by a licensed practitioner for the employee or the employee's family member and, on a limited basis, in the event of death or illness of a family member. If applicable state or federal law requires the University to offer any sick leave provisions in a manner that would be more generous to employees than is currently provided in this Article, the University will comply with the law.

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B. Definition

For purposes of this Article, a sick leave accrual period is defined as quadri-weekly (i.e., two bi-weekly pay periods) for employees who are paid bi-weekly.

C. Eligibility

An employee shall accrue full or proportionate sick leave credit for a sick leave accrual period. The following criteria shall apply:

1. An employee must be on pay status at least one-half of the working hours of a quadri-weekly cycle to accrue sick leave for that accrual period.
2. Sick leave shall accrue during leave with pay.

D. Accrual

Sick leave accrues each sick leave accrual period based on the percent of time or number of hours on pay status during that accrual period. Sick leave accrues at the rate of .046154 hours per hour.

1. Sick leave for each sick leave accrual period shall accrue at the end of the sick leave accrual period, except that an eligible terminating employee shall accrue proportionate sick leave through the last day on pay status.
2. Sick leave shall not accrue for time on pay status in excess of forty (40) hours in any workweek.
3. There is no maximum on the amount of sick leave that may be accrued.
4. A full-time career employee who is on approved leave without pay accrues full sick leave credit for that sick leave accrual period provided the employee is on pay status at least one-half the working hours of the sick leave accrual period.

E. Use of Sick Leave

An employee shall be permitted to use accrued sick leave as provided below:

1. An employee shall not use sick leave prior to the time it is accrued.

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2. Sick leave, which shall be reported and available for use, will be the full accrual rounded down to the nearest quarter hour. The balance not available for use shall be retained in the employee's sick leave accrual account.

3. An employee shall not use accrued sick leave beyond a predetermined date of separation, including retirement or layoff, or any leave without pay.

4. The use of accrued sick leave is allowed for pregnancy-related illnesses or disabilities as in the case of other illnesses, but not beyond a predetermined date of separation or leave without pay.

5. In addition to use of sick leave as stated in paragraph 5 above, a pregnant employee on approved leave without pay on the date of pregnancy disability is entitled to use accrued sick leave beginning on the date of pregnancy disability and continuing through the period that she is physically unable to perform the normal duties of her job.

6. An employee shall be permitted to use not more than thirty (30) days of accrued sick leave in any calendar year when required to be in attendance or to provide care, not designated as FMLI, because of the serious illness of the employee's mother, father, same- or opposite-sex domestic partner, spouse, son, daughter, including the child of a same- or opposite-sex domestic partner, brother or sister; grandparent, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, or step relatives; or any other related person for whom the employee has a personal obligation and who is residing in the employee's household.

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7. An employee who becomes ill while on vacation shall be permitted to use accrued sick leave if that employee is under the care of a physician and submits a physician's statement but may not use accrued sick leave in the event of illness of a family member.

8. An employee who has accrued sick leave but who is presently employed less than one-half time may use accrued sick leave, but not in excess of that employee's present scheduled hours of work for any day.

F. Sick Leave Pay

Sick leave is paid at the employee's straight-time rate of pay including any shift or weekend differentials, provided that the employee would have been expected to work that shift or shifts if not on sick leave.

G. Sick Leave Verification

1. The University may require reasonable documentation regarding an employee's leave absence when absences exceed three consecutive scheduled days of work.

2. When medical documentation is required by the University, it shall be from a health practitioner licensed by the state in which they practice to diagnose and certify illness or disability or from an authorized representative of a recognized treatment program. The employee shall be given notice prior to returning to work that they will be required to provide such documentation.

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3. Employees who have unscheduled absences due to illness on a scheduled work day preceding or following a holiday may be required to bring a medical verification of illness to the employee's supervisor on the employee's return to work in order for the absence to be authorized as sick leave.

4. Proof of illness or disability may be required from an employee when a pattern of use is concerning to the supervisor and after review with management.

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H. Transfer and Reinstatement of Sick Leave

1. An employee who is transferred, promoted, or demoted from one University position to another University position in which sick leave accrues and can be transferred shall have the sick leave transferred. An employee who is transferred, promoted, or demoted to a position in which sick leave does not accrue or in which sick leave cannot be transferred shall not have accrued sick leave transferred. However, if the employee later transfers to a position in which sick leave accrues, the previously accrued sick leave shall be reinstated.

2. An employee who is reemployed after a break in service of less than fifteen (15) calendar days shall have all accrued sick leave from prior service reinstated.

3. An employee who is reemployed after a break in service of fifteen (15) calendar days or more but less than six (6) months shall have accrued sick leave from prior service not in excess of eighty (80) hours reinstated.

4. State of California service is included as University service for the purpose of applying paragraphs 2 and 3 above.

2. An employee who is reemployed from University Service or State of California Service after a break in service shall have all accrued sick leave from prior service reinstated if the new position is one which accumulates sick leave.

35. An employee who has been laid off and who is recalled or preferentially rehired within the employee's period of recall or preferential rehire eligibility shall have all accrued sick leave from prior service reinstated.

I. Conversion of Sick Leave Upon Retirement

Upon retirement, members of the University of California Retirement Plan shall have their accumulated sick leave converted to retirement service credit at the rate authorized by the University of California Retirement Plan for each day of unused accrued sick leave.

J. Catastrophic Illness/Injury Leave Program

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Any bargaining unit employee may participate in a campus or hospital catastrophic illness/injury leave program in accordance with the provisions of the University programs.

K. Emergency Paid Sick Leave

In addition to the Sick Leave provided in Section D, the University shall provide eighty (80) hours of emergency paid sick leave each calendar year. This 80 hours will supplement the 80 hours currently provided.

An employee may take EPSL if one or more of the following reasons apply:

Reason 1:

The employee is unable to work or telework because the employee is subject to a federal, state, or local quarantine or isolation order related to COVID-19.

• An employee may not take EPSL for this reason if the University does not have work for the employee to do as a result of the quarantine or isolation order or other circumstances.

Reason 2:

The employee is unable to work or telework because the employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.

Reason 3:

The employee is unable to work or telework because the employee is experiencing symptoms of COVID-19 and is seeking a medical diagnosis from a health care provider.

• An employee may not take EPSL for this reason if the employee does not actually seek a medical diagnosis.

Reason 4:

The employee is unable to work or telework because they are caring for an individual who is either subject to a federal, state, or local quarantine or isolation order related to COVID-19 or who has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.

• The employee will need to identify the individual for whom care is being provided and their relationship to that individual.

Reason 5:

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~~The employee is unable to work or telework because the employee is caring for their child whose school or place of care has closed or reduced hours (or whose child care provider is unavailable) due to COVID-19 precautions.~~

~~• The employee will need to confirm that there is no other suitable person to care for the employee's child during the period for which the employee is requesting EPSI.~~

~~• If the child is older than 14 and the employee will be caring for the child during daylight hours, the employee will need to explain the special circumstances that make it necessary for the employee to provide care to that child during that period.~~

~~• If the child is 18 years or older, the child must be incapable of self care due to a mental or physical disability.~~

k. Paid Time Off (PTO) Bank Health Employees

1. UC Davis Medical Center Employees who currently participate in the Paid Time Off (PTO) Program will have their PTO bank converted to sick and vacation time.

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ARTICLE 10 - TRAINING AND DEVELOPMENT

A. General

The University supports both career-related and job-related professional development activities. Upon request, the employee and their supervisor will develop a mutually agreed-upon, written development plan. It is expected that employees and supervisors meet at mutually agreeable intervals to discuss professional development issues.

Department heads may support an employee's request to participate in a development program by approving flexible or alternate work schedules, leave without pay, leave at full or part pay, full or part payment of fees and expenses, and temporary or part-time reassignment in another department, provided that:

1. the employee has completed the probationary period, if required, and
2. the employee's performance is satisfactory or better. University may permit employees to attend career-related or position-related development programs and certifications.

B. Required Training

When the University requires attendance at an educational or training program, the University will pay the fees and related costs and the time spent in attendance shall be counted as time worked. When a department head requires an employee to attend a training or development program, the time spent in attendance shall be counted as time worked, and the full fees and related costs, i.e., materials, travel, and per diem, shall be paid by the department. Employee pay status while traveling for training and development shall be governed by the University's travel policy.

With respect to non-required educational and training programs, the University may, in its sole discretion, pay the fees and related costs of such programs upon request of the employee. In the event the University declines to exercise its discretion, program-related costs, such as travel, etc., shall be borne by the employee for non-required programs.

C. Fee Reduction

Non-probationary employees in career positions who are residents of the State of California and who are admitted to the University are eligible for a two-thirds reduction of both the University registration fee and the University educational fee per quarter or semester, for up to nine units or three regular session University courses, per quarter or semester, whichever is greater.

D. Incidental Services

An employee so registered shall not be eligible for the services or facilities of counseling centers.

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gymnasia, or student health services incidental to such reduced fee registration. The University agrees that bargaining unit employees may use University facilities to the same extent as other University staff employees.

D.E. Other Programs

Eligibility for discounts for other University of California courses and programs, including University Extension courses, are at the sole discretion of the University. ~~Teamsters 2010 unit employees shall be eligible for any discounts, fee waivers or reductions to the same degree as other staff employees.~~

~~In the event the University establishes new training programs open to all staff employees, Teamsters 2010 unit employees shall be eligible to participate in such programs to the same degree as other staff employees.~~

In the event the University establishes new training programs open to all staff employees, Teamsters 2010 unit employees shall be eligible to participate in such programs to the same degree as other staff employees.

~~Eligibility for discounts for other University of California courses and programs, including University Extension courses, are at the sole discretion of the University.~~

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E.F. Approval

Participation in educational or training programs during scheduled work hours must be requested to the employee's immediate supervisor, in writing, ten (10) working days in advance of the scheduled training program.

F.G. Professional Development

~~1. The University will permit access, on-site or off-site to education/training, for up to eighty (80) hours a calendar year per employee that is relevant to the employee's existing classification, job, University career-related or is applicable to their continuing education units. Time spent on education/training will be paid at the straight time rate of pay. The 80 hours is not subject to roll over each year and is subject to approval, scheduling, and coordination by the University. Training may be in person or using on-line resources. An employee may be required to submit proof that they utilized the paid release time for the education/training.~~

~~A non-probationary, employee is eligible for up to 40 hours of paid release time per calendar year for job-related or University career-related training, except as described below. A part-time career employee's yearly entitlement shall be prorated based on their appointment rate. A variable time employee's yearly entitlement shall be prorated based on the average monthly hours worked in the previous six months. Such paid release time must be scheduled according to staffing requirements. Training courses provided by the University shall be included in the 40 hours.~~

- a. An employee may be required to submit proof that they utilized the paid release time for the class, training or career development program.
- b. If the University denied an employee's requested job or University career related training/development based on operational considerations, the employee may submit a written request in accordance with campus procedures to carry over the requested unused hours of paid release time for job-related and/or University career-related training. Such requests shall not be unreasonably denied. Any hours approved for carry over must be used by the end of the following calendar year and will not carry over into any subsequent year.

H. Leaves for Training

if an employee requests leave for training, the University shall consider the request in accordance with Article XX.X, Leaves of Absence Without Pay, of this Agreement. Such requests are granted at the University's sole discretion. Nothing contained in this Agreement will preclude the University from granting additional training and career development opportunities

2. Professional Development Activities and Eligibility

Professional Development activities may include but are not limited to opportunities for on-the-job training, cross training, coaching, and internships; attendance at courses, workshops, seminars, conferences, institutes, lectures, and meetings; and participation in professional and technical associations.

To facilitate an employee's participation in professional development activities, the department head may approve flexible work options such as alternate work schedules, a period of paid or unpaid leave, partial or full payment or reimbursement of training expenses, or a temporary or part-time work assignment in another department.

An employee must meet the following requirements to be eligible for Professional Development activities:

- a. Completion of the probationary period, if required, and
- b. Job performance that is rated as satisfactory or better
- 3. Professional Development Leave

To propose a professional development leave, the employee and their supervisor develop a mutually agreed-upon, written plan describing the proposed activity.

The employee submits the plan to the department head for approval, in accordance with local procedures. The written development plan may address the following issues, as applicable:

- a. A description of the activity or activities to be undertaken by the employee during the leave period
- b. The requested period of time for the activity (provide dates or the range of time)
- c. The relation of the activity to the employee's current job responsibilities
- d. How the activity may assist the employee's transition into future UC career

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~~related positions~~

~~e. The quality of the particular training activity, as compared to similar activities available to the employee, and/or an assessment of the reputation and reliability of the institution, organization, or other sponsor who will provide this activity~~

~~f. The relation of the activity to the department's mission and goals~~

~~g. A statement on the relative importance of this activity to the overall needs of the department and available resources~~

~~h. The impact, if any, on employee workload and other employees in the department~~

~~In approving a Professional Development leave, the department head considers the proposed duration of the leave and scheduling, staffing, and budget considerations.~~

~~3. Guidelines for Granting Leave~~

~~The amount of leave to be granted depends upon the specific requirements within the individual professional development plan.~~

~~Employees may be granted 80 hours of approved paid release time annually.~~

~~Professional Development leave for an eligible part-time employee is pro-rated based on appointment percentage.~~

~~4. Documentation~~

~~A copy of the approved development plan is placed in the employee's personnel file.~~

~~G. Nothing contained in this Agreement will preclude the University from granting additional training and career development opportunities.~~

I. Disputes

Disputes concerning this Article shall be subject to the Grievance Procedure of the Agreement, Article XX, but shall not be subject to the Arbitration Procedure of the Agreement, Article XX.

FOR THE UNIVERSITY

Stephen M. Green

03/03/2022

Date

FOR TEAMSTERS LOCAL 2010

Tammy
3-3-10

Date

ARTICLE XX – Travel Reimbursement

A. Mileage Reimbursement

Whenever an employee is authorized by the University to use a private vehicle to conduct University business, the employee shall be reimbursed for mileage at the prevailing IRS rate.

B. Travel Reimbursement

Employees are eligible to receive travel reimbursement in accordance with applicable University policies and or procedures. The policies, procedures, definitions, qualifications, calculations, covered hours and rates relative to travel reimbursement(s) shall be applied, changed, or implemented for employees in the K3 unit in the same manner as for the other staff employees in the University.

Accepted and agreed to by:

FOR THE UNIVERSITY

Stephen M. Green

10/27/21

Date

FOR TEAMSTERS LOCAL 2010

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10-27-21

Date

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ARTICLE XX - UNIFORMS, TOOLS, AND EQUIPMENT

A. Uniforms

1. Uniforms are attire which are required by the University to be worn in the performance of assigned duties. Employees shall wear uniforms as provided by the University and will maintain a professional appearance in public settings.

2. Employee input will be considered when selecting uniform options.

3. If a department decides to change current departmental practice, the University will notify the Union and the parties agree to meet and confer on the subject of uniforms. Uniforms, protective clothing, and safety related work wear will comply with OSHA regulations.

4. In cases where the Department requires the wearing of uniforms or protective clothing, the department will provide and maintain those uniforms and protective clothing. If the Department does not require uniforms to be worn, then each employee in the unit on July 1 shall receive \$250 in July each year for clothing allowance.

1. Uniforms are attire that include shirts and pants, excluding shoes, which are worn for the purpose of ready visual identification of personnel. The University shall have the sole discretion to determine who shall wear a uniform and the conditions under which it must be worn, and the conditions under which it must be worn, and the conditions under which it must be worn. The University shall have the sole discretion to determine who shall wear a uniform and the conditions under which it must be worn. Employee input will be considered when selecting uniform options.

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2. The University shall continue to provide uniforms to employees covered by this Agreement where it currently provides such attire. If uniforms are required, the University shall provide and maintain clothing for each employee in accordance with current departmental practice. Bargaining unit employees who are not regularly assigned to the UC Davis Health but who may be assigned to work at those locations from time to time will not be required to wear the uniforms provided by the UC Davis Health. If a department decides to change current departmental practice during the life of this Agreement or any extension thereof, the University will notify the Union and the parties agree to meet and confer on the subject of uniforms. Uniforms will comply with OSHA regulations where appropriate. Where current uniforms may not comply with OSHA regulations, the parties agree to a transition period allowing the University to phase out the non-compliant uniforms.

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3. If the department does not provide both pants and shirts then each such employee in the unit who does not receive both pants and shirts shall receive \$250 \$200 \$225 on July 1 of each year for clothing allowance.

~~4. Bargaining with employees are restricted to be in uniform and safety shoes at the beginning of their shift in accordance with a union contract for work.~~

3. If the department does not require full uniforms to be worn, then each employee in the unit shall receive \$250 on July 1 of each year for clothing allowance. B. Protective Clothing

Safety equipment, protective clothing, and tools shall be provided at no cost to an employee to maintain safe and healthful conditions. Such equipment may include, but is not limited to, safety glasses, respirators, masks, ear protectors, hard hats, harnesses, protective clothing required by federal or state regulations, safety shoes and gloves. When provided, such equipment shall be worn/used by the employee when appropriate.

C. Prescription Glasses NOTE (Moved to Health and Safety Article)

An employee required to wear prescription glasses will pay for the medical eye examination. The University will supply one set of safety lenses and frames each year to each employee required to wear prescription glasses within departmental guidelines.

D. Protective Shoes Note: Moved to Health and Safety

1. The University shall reimburse an employee for the cost up to a maximum of \$250 per year toward the actual purchase of protective shoes, inserts, and laces which are approved by the Department. If the Department reimburses an employee up to a maximum of \$250 per year for protective shoes, they are required to wear them while working; or

2. Directly reimburse a designated vendor for protective shoes, inserts, and laces for an employee in an amount not to exceed \$250. If the employee selects a protective shoe that exceeds \$250, he or she will be responsible for paying the vendor the difference. If the Department directly reimburses a vendor for a protective shoe, an employee is required to wear them while working.

E. Laundering

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~~If laundering is the responsibility of each such employee, the employee will be reimbursed \$40.00 quarterly for such costs.~~

~~If laundering of work clothes is the responsibility of the employee, the employee will be reimbursed \$460.00-\$50.00 quarterly for such costs.~~

~~University issued Uniform laundering shall be the responsibility of the University. Employees are required to use the Laundry service for their uniforms unless they receive written supervisory approval otherwise specified.~~

~~1. Uniform laundering shall be the responsibility of the University. Employees are required to use the Laundry service unless otherwise specified.~~

F. Joint Labor Management Committee on Uniforms and Personal Protective Equipment

The Employer and the Union shall establish a Joint Labor/Management Committee on Uniforms. The committee shall be composed of an equal number of representatives appointed by the Employer and the Union and shall be co-chaired by a Union and an Employer representative. The committee shall promote a productive, safe and healthful workplace by recommending uniforms and personal protective equipment prior to selection and purchase and making sure uniforms and personal protective equipment continue to meet the needs of workers.

1. To fulfill this responsibility the committee shall meet on a defined schedule, but in no case less frequently than twice per year.

2. The committee shall conduct surveys to evaluate employee needs and preferences in order to guide uniform and PPE purchases.

3. Members of the Joint Labor Management Committee on Uniforms and Personal Protective Equipment shall be allowed paid time off from their regular work while performing committee duties.

GC. Tools

The University shall provide to each bargaining unit employee the tools and equipment required to perform ~~higher~~their assigned duties and shall maintain check- lists of the tools and equipment so provided. ~~The University shall replace broken, stolen, or missing tools and equipment within a reasonable amount of time. Broken tools and equipment shall be returned to the employee's supervisor~~

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and the University will provide the employee with replacement tools, as appropriate, within a reasonable period of time. The University may require an employee to reimburse the University for any tools and equipment lost while such are assigned to/provided to that employee and at the time of his/her separation from employment. The University may request – requirerequest an employee to reimburse the University for any tools and equipment lost while such are assigned to/provided to that employee at the time of his/hertheir separation from employment.

The University shall provide to each bargaining unit employee the tools and equipment required to perform their assigned duties and shall replace stolen, missing, or broken tools within a reasonable amount of time. Broken tools and equipment shall be returned to the employee's supervisor and the University will provide the employee with replacement tools within a reasonable period of time.

M. Vehicle Tracking

1. The University shall not use data from the Event Data Recorder (EDR) and Global Positioning Systems (GPS) devices as the reason for discipline.

2. Employees may use vehicles during lunches when working with supervisor approval.

D. Vehicle

1. The University shall not use data from the Event Data Recorder (EDR) and Global Positioning Systems (GPS) devices as the reason for discipline.

2. Employees may use vehicles during lunches when working with supervisor approval.

3. The University shall provide designated areas for parking work vehicles at all locations that work is being performed. When space is not available due to construction or other reasons, the University shall be responsible for any parking violations.

D. Vehicle

When the University does not provide adequate parking for work vehicles at all locations that work is performed, the University shall be responsible for parking citations.

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When the University does not provide adequate parking for work vehicles at all locations that work is performed, the University shall be responsible for parking citations.

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D- Additional- Considerations

Uniforms will comply with OSHA regulations. Where current uniforms may not comply with OSHA regulations, the parties agree to a transition period allowing the University to phase out the non-compliant uniforms.

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Uniforms will comply with OSHA regulations. Where current uniforms may not comply with OSHA regulations, the parties agree to a transition period allowing the University to phase out the non-compliant uniforms.

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ARTICLE XX UNION RIGHTS DRAFT

A. Union Access

Duly authorized representatives of the Union shall be permitted access to work locations in which employees covered by this Agreement are employed in accordance with applicable law. Such access shall not interfere with the work of the employees. Management may require prior approval for such access. Access to employees shall not be arbitrarily denied.

Duly authorized representatives of the Union shall be permitted access to work locations in which employees covered by this Agreement are employed in accordance with applicable law. Such access shall not interfere with the work of employees. Management may require prior approval for such access. Access to employees shall not be arbitrarily denied. The union shall give notice prior to such access in accordance with University access policy and procedure.

Definition: for this article Teamsters Local 2010 representatives shall be limited to K3 employees and Union representatives who are not university employees. (Moved to Section D reworded)

The parties acknowledge that it is in the union's interest that it be granted access to University facilities for the purposes of ascertaining whether the terms of this Agreement are being met; engaging in the investigation, preparation, and adjustment of grievances; conducting union meetings; explaining to bargaining unit members their rights and responsibilities under the Agreement; and informing Teamsters Local 2010 employees of union activities. In the interest of facilitating these purposes, and in accordance with local campus/hospital/Laboratory procedures and applicable law, the parties agree to this Article. The University has the right to enforce reasonable access rules and regulations as promulgated at each campus/hospital/Laboratory.

Designated union representatives who are not University employees, or who are not employed at the facility visited, may visit the facility at reasonable times and upon notice to discuss with the University or bargaining unit member's matters pertaining to this Agreement. The union representative shall give advance notice prior to arrival in accordance with local campus/hospital/Laboratory procedures.

1. 4-Teamsters Local 2010 will furnish the University with a written list of all Teamsters Local 2010 (K3) representatives. Teamsters Local 2010 designated employee representatives and officers who are authorized by the union to conduct union business. This list shall be maintained in a timely manner by Teamsters Local 2010 and any changes, additions or deletions to the list shall be made in writing to the University.

2. 5-Such internal union business as membership recruitment, campaigning for union office, hand billing or other distribution of literature, and all other union activities shall take place during non-work time. Employee rest and meal periods are non-work time for the purposes of this Article.

3. 6-When accessing the workplace, Teamsters Local 2010 shall comply with reasonable local campus/hospital/laboratory procedures and applicable law and shall not impede, interfere with, or obstruct patient care delivery, or business operations, or compromise private health information.

B. Bulletin Boards

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The University will furnish Union bulletin board space at locations agreeable to the parties, where employees covered by this Agreement are employed. The board space shall be used only for permissible Union information under applicable law.

C. Use of University Facilities and University Equipment

1. Teamsters shall be granted use of University facilities with prior approval of University management for the purpose of holding meetings, to the extent that such facilities can be made available without interfering with normal University operations. Such use will not be unreasonably denied.
2. When required, the Union shall reimburse the University for use fees or expenses, such as security, maintenance, and clean-up costs, incurred as a result of the Union's use of such facilities.
3. Teamsters Local 2010 stewards may use University computers for Union business in accordance with the University's Electronic Mail/Electronic Communications Policy.
4. Teamsters Local 2010 stewards may use University copiers, printers and fax machines while conducting Union steward business. Permission to use UC copiers, printers and fax machines for Union business must be obtained in advance of such use from stewards' immediate supervisor. Abuse of this privilege may preclude that steward from future use.

D. Union Stewards

1. ~~The Union shall be entitled to designate a reasonable number of employees to act as stewards for the employees covered by this Agreement. The Union shall furnish the University official or designee with the names of the employees selected as stewards. Any change in the appointment of the designated stewards shall be made known to the designated University official.~~

~~For the purposes of receiving paid release time as provided in this section, Teamsters Local 2010 may designate four (4) University employees as Teamsters Local 2010 designated employee representatives at each campus/hospital/Laboratory. Additionally, in the event the campus/hospital/location has more than 200 K3 employees, Teamsters Local 2010 may designate one additional Teamsters Local 2010 designated employee representative for each additional 100 bargaining unit members thereafter, up to a maximum of fifteen (15) Teamsters Local 2010 designated employee representatives. Teamsters Local 2010 shall not designate more than one Teamsters Local 2010 designated employee representative per department unless the department has more than 200 K2 employees in which case there can be up to 1 per 100 K2 employees. The department Teamsters Local 2010 representatives may not be from the same smaller unit (4 or less K3 employees) of such a large department.~~

~~For the purposes of this Article, release time and rights of Union Stewards is limited to K3 employees.~~

1. ~~The Union shall be entitled to designate a reasonable number of employees to act as stewards for the employees covered by this Agreement. The Union shall furnish the University official or designee Employee and Labor Relations with the names of the employees selected as stewards. Any~~

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change in the appointment of the designated stewards shall be made known to the designated University official Employee and Labor Relations. There shall be no more than a total of twenty (20) stewards at UC Davis; provided, however, that there shall be no more than one (1) steward per shop on any shift.

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2. Union business/activities, other than investigation of grievances prior to formal filing, investigation of employee's complaints, and investigation of health and safety matters, shall not be conducted on an employee's scheduled work time and shall not interfere with University programs and operations.

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3. At its sole discretion, the University may authorize use of release time in excess of the 8 hours per month limitation as designated in Article XX Grievance Procedure. The exercise of this discretion and/or the enforcement by the University of the 8-hour maximum shall under no circumstances establish a precedent for the Teamsters Local 2010 designated employee representative or department involved nor shall the allowance of greater than eight (8) hours in a month for a Teamsters Local 2010 designated employee representative have any effect or bearing on the ability of the University to enforce the 8-hour maximum on any other Teamsters Local 2010 designated employee representative.

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E. No Reprisals for Union Activity

The University is prohibited from imposing or threatening to impose reprisals, from discriminating or threatening to discriminate against stewards and bargaining unit members, or from otherwise interfering with, restraining, or coercing stewards because of the exercise of any rights given by this Agreement. A steward or representative of Local 2010 may file a grievance concerning steward reprisal with the Campus or Health System Labor Relations Office. If the grievance is not resolved, it may be the subject of an unfair labor practice charge. Section E of this Article shall not, however, be subject to the Arbitration Procedure in this Agreement.

E. No Reprisals for Union Activity

The University is prohibited from imposing or threatening to impose reprisals, from discrimination or threatening to discriminate against stewards and bargaining unit members, or otherwise interfering with, restraining, or coercing stewards because of the exercise of any rights given by this Agreement. A steward or representative of Teamsters Local 2010 may complain or file a grievance to the designated Campus or Health System Labor Relations official concerning the alleged steward reprisal. If the grievance is not resolved, it may be the subject of an unfair labor practice charge. Disputes arising from this Article are not subject to the Arbitration Procedures of this Agreement.

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FF. Release Time for Meet and Confer and Succession Bargaining

1. Employees appointed by the Union shall be granted a reasonable amount of release time for the purpose of meeting and conferring. Not more than eight ~~two-four~~(824) employees to meet and confer

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~~and no more than eight (8) to negotiate the successor agreement~~ employees shall be provided release time unless the parties mutually agree otherwise. Employees on release time shall not be compensated for any hours which exceed the employee's regularly scheduled hours of work. Arrangements shall be made by the University and the Union to enable swing and graveyard shift employees to participate in the meet and confer process, if necessary. In order to implement this Section, Teamsters Local 2010 waives the requirement of notice regarding shift changes under Article XX.

2. The Union shall provide the designated University official with the names of employees requiring such release time at least ~~twenty-four~~ forty-eight (2448) hours in advance of the meet and confer session unless the parties mutually agree otherwise. The University shall ~~not arbitrarily deny a particular request for release time~~ not arbitrarily deny a particular request for release time and will make determinations based on compelling operational need.

3. The Union will be provided an adequate amount of time to negotiate the successor agreement with no more than eight (8) bargaining unit employees on the bargaining team. The Union shall provide a list of bargaining team members to Employee and Labor Relations 30 calendar days prior to the first bargaining session.

GFG. Leave of Absence for Union Business

1. The University agrees to ~~fifteen (15)~~ ten days (10) per steward of paid release time within a calendar year for stewards to attend Teamsters Local 2010-sponsored training during the life of this Agreement. Teamsters Local 2010 will provide a minimum of ~~ten-fifteen (1015)~~ working calendar days' notice of a request for said release time to the Labor Relations Office. The request shall not be unreasonably denied; however, the University need not grant the leave when it can demonstrate compelling operational reasons.

2. In accordance with the provisions of this article the University shall provide reasonable leaves of absence for Union functions. The University has the discretion to deny the leave based on a compelling operational need of the employee's home department.

3. The Union shall provide a written request for a Leave of Absence for Union Functions to the Campus or Health Employee & Labor Relations or designee. Requests for leaves shall be made five (5) working days in advance prior to of the effective start date of the Leave.

4. Employees on approved Leave of Absence for Union Functions shall be paid by the University, and shall continue to accrue service credit, and shall retain all benefits to which the employee was entitled prior to the start of the leave. Any leave granted in accordance with this section shall not constitute a break in service.

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5. ~~The Union shall reimburse the University for all costs of employee compensation, including but not limited to, salary plus all benefits provided to the employee for the time the employee is on leave without loss of compensation. The Union shall submit payment to the University within thirty (30) days of receipt of confirmation of payment to the employee. The University has the right to terminate approvals for Leaves of Absence for Union Functions if the Union fails to provide timely payment.~~

6. ~~During the paid reimbursed leave, the employee shall not be eligible for Worker's Compensation benefits arising out of an injury occurring during the leave from the University. While on Union leave, University employees shall be covered by Teamsters Local 2010's Workers' Compensation carrier.~~

2. Leave of Absence for Union Activities – Union Business Leave (UBL)

Bargaining unit employees may be granted a leave of absence (UBL) to participate in Union-related activities.

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General Provisions Regarding Reimbursable Leave for Union Business

a. Any leave granted in accordance with this section shall not constitute a break in service.

b. During the paid reimbursed leave, the employee shall not be eligible for Worker's Compensation benefits arising out of an injury occurring during the leave from the University. While on Union leave, University employees shall be covered by Teamsters Local 2010's Workers' Compensation carrier.

c. Teamsters Local 2010 shall reimburse the University for all costs of employee compensation, including but not limited to salary plus all benefits paid to the employee for the time the employee is on leave without loss of compensation. The Union shall submit payment to the University within thirty (30) days of receipt of confirmation of payment to the employee. The University has the right to terminate the leave if the Union fails to provide timely payment.

d. An employee who fails to return to work from a leave of absence on the approved anticipated date of return or any approved extension shall be considered to have abandoned and resigned from his/her their job if such failure to return exceeds five (5) consecutive scheduled work days of the anticipated return date as provided for in Article XX.

e. A leave of absence for an employee shall be for at least one (1) day and shall not, in the aggregate, exceed three (3) years. The leave of absence request shall be submitted at least seven (7) calendar days in advance. All paid release time requests and approvals must be in writing between the union representative and Labor Relations, including leaves that are rescheduled.

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f. The leave of absence shall be tracked by the University in the same manner that other absences from work are tracked for purposes of timekeeping.

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G. The University shall not unreasonably or arbitrarily deny a request for a leave of absence to participate in Union related activities.

3. Short Term Leave (1 to 5 Days) (1-30 Days)

a. Upon ~~thirtyseventy-two (301548 hours72) calendar days~~hours' advance written notice to the Campus or UC Davis Health Labor Relations Office, ~~local Union stewards~~K3 employees, as defined in ~~Section D above~~, shall be granted one (1) to five (5) consecutive days of paid reimbursed leave for union business. Permission for such leave shall not be granted for a period of less than one (1) or more than five (5) days, and such permission shall not be granted to any individual employee more than once per month ~~and shall not be granted to any more than twoone (21) stewards per month~~. The granting of such leave ~~to K3 employees to local Union stewards~~ shall be subject to the operational needs of the University.

b. Upon ~~thirtyfivefifteen (3051510) calendar days~~' advance written notice to the Campus or UC Davis Health Labor Relations Office, ~~local Union stewards~~K3 employees as defined in ~~Section D above~~, shall be granted six (6) to thirty (30) consecutive days of paid reimbursed leave for union business. Permission for such leave shall not be granted for a period of less than six (6) or more than thirty (30) days, and such permission shall not be granted to any more than one (1) ~~steward~~K3 employee per month. The granting of such leave ~~to local Union stewards~~ shall be subject to the operational needs of the University.

4. Long Term Leave (6 Months31 Days to 3 Years)

a. Upon at least ~~sixty (60) ten-forty-five (404530) calendar days~~' advance written request from Teamsters Local 2010 and the employee to the Campus or UC Davis Health Labor Relations Office, a non probationary career employee shall be granted leave for Union business in accordance with this section. Such paid reimbursed leave shall be granted for a fixed period of time not less than ~~one hundred eightythreeone (18031) days~~ and not longer than three (3) years. However, a long term leave of ninety (90) days may be granted upon mutual agreement of the parties.

b. The University may grant one (1) bargaining unit employee long term leave as defined herein for the period referenced in subsection (a) above. The University need not grant the leave when it can demonstrate a compelling business need.

5.e- During the paid reimbursed leave, the employee shall be paid by the University, and shall continue to accrue service credit and shall retain all benefits to which the employee was entitled prior to the start of the leave. Employee benefit contributions will continue to be deducted during the leave.

6.d- During the paid reimbursed leave, the employee shall be eligible for increases in accordance with this Agreement and campus practices.

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7.e.-The University shall not be required to return an employee on paid reimbursed leave to active employment status prior to the completion of the stated duration of the leave.

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8.f.-The duration of the leave shall be specified at the time the employee requests the leave. No leave shall be granted unless the written request specifies the duration of the leave.

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9.g.-The maximum duration of a paid leave with Union reimbursement is three (3) years.

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10.h.-Upon return, the employee shall be placed in the same or similar position from which the employee took paid reimbursed leave. The employee shall receive the rate of pay that would have been provided to the employee as a result of range adjustments provided during the leave.

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11.i.-Placement of the employee in his/her their previous position shall be consistent with staffing reductions and/or layoffs which may have occurred during the period of leave of absence.

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HGH. Employee Information

1. Access to New Employee Information

a. On a monthly basis, the University shall provide Teamsters Local 2010 with an electronic list via File Transfer Protocol (FTP) of all employees in the bargaining unit. The list will include the following data fields: name, title, title code, date of hire, annual salary rate, percentage appointment, appointment type, work location (department address), hiring unit, campus mailing address, department name, University email address, -home telephone number, personal cellular phone number, and personal email address, home address, home telephone, separation date and reason, leave of absence and reason, and dues indicator. The University will provide Teamsters Local 2010 a weekly list of changes (e.g. new hire, corrections, transfers, salary changes) via FTP that have occurred within the bargaining unit. The data fields provided via FTP are subject to change upon agreement of the parties.

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2. It shall be the responsibility of each employee to inform the University in writing of their current home address and of any change in such address, and the information so provided shall constitute "the employee's last known home address."

GHI. New Employee Orientations

The University shall notify Teamsters Local 2010 in writing, at least fifteen (15) days' notice in advance of a scheduled in-person or online new employee orientation in which the University or its designee advises one or more Skilled Trades (K3) Unit employee on information regarding employment status, rights, benefits, duties, responsibilities, or any other employment- related matters.

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1. The University shall endeavor to provide to Teamsters Local 2010, at least two (2) University business days in advance of scheduled new employee orientations, a preliminary list of Skilled Craft bargaining unit employees, if any are scheduled to attend the orientation. A copy of the completed sign

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For the University

11/17/22

TA Tanya chl
Teamsters 2010
11-17-22

ARTICLE XX - UNION PAYROLL DEDUCTIONS

A. Union Payroll Deduction

1. **Union Payroll Deduction.** Upon notice from Teamsters Local 2010 ("Union") that an employee in the UC DAVIS-Davis Skilled Crafts Bargaining Unit has authorized payroll deduction, the University agrees to deduct 1.44% of an employee's in-unit retirement gross pay and remit that amount to Teamsters Local 2010.
2. **Union Payroll Deduction Remittance and Administrative Fees.** The University further agrees to remit monthly to the Union all authorized union payroll deductions minus the administrative fees. The cost of processing the manual check or electronic transfer of remittance monies shall be ten dollars (\$10.00). In addition, the University will charge the Union seven cents (\$0.07) per employee for whom deductions are being made, covering calculations and reporting administrative fees.
3. **Correction of Errors.**
 - a. If the University fails to make appropriate authorized payroll deductions, the University shall correct the deduction amounts by deducting the correct amount from the employee's next scheduled pay date following ~~thirty (30) calendar days~~ ~~sixty (60) calendar days~~ thirty (30) calendar days from the Union notice of failure to take appropriate union payroll deduction.
 - b. If the University's error resulted in deductions less than the correct amount, the University shall make the additional required deductions to make up the difference between the actual and correct amounts in accordance with current payroll policy regarding additional deductions. However, additional deductions shall not exceed two times the normal deduction amount in any given pay period.
 - c. If the error results in payment of more than the correct amount and the Union has received the funds, the Union shall reimburse the employees accordingly.
 - d. If the parties cannot agree on the amount of the appropriate deduction only the Union may file a grievance.
4. **Changes to Dues Deductions Percentage Rate.** If Teamsters Local 2010 changes the deduction percentage rate to be deducted from the employees' pay, it shall notify the University in writing ~~forty-five (45) calendar days~~ ~~sixty (60) calendar days~~ prior to the effective date of the change. Changes to the dues percentage rate is allowable once every

twelve (12) months with no cost to the Union for programming changes. If the Union decides to make the change to the percentage rate more than once in a 12-month period, then the Union shall pay for the system programming changes at the same rates that apply to other employee organizations described in the University Accounting Manual.

5. **Political Contribution Program - DRIVE.** Dues paying members in the UC Davis Skilled Craft Bargaining Unit are eligible to participate in the voluntary deduction for DRIVE, a Teamsters Local 2010 political contribution program. This deduction is an ongoing deduction and not a one-time deduction. The Union will notify the University when a dues paying member volunteers to participate in this program, with a signed authorization form executed by the employee. The authorization for participation is between the Union and the member. The University will refer members to the Union for questions regarding this voluntary deduction.

6. **Indemnification.** The Union shall indemnify the University for any claims made by any employee(s) in the UC Davis Skilled Crafts Bargaining Unit for deductions made by the University in reliance on the Union's certification or on the Union's representation as to whether deductions for the Union were properly canceled or changed. The University shall promptly provide notice to the Union of any claim, demand, suit or other action for which it is seeking indemnification. The amount of dues or fees deducted from an employee's paycheck will be calculated by the University on the basis of information provided by the Union. The amount of dues deducted from an employee's paycheck will be calculated by the University on the basis of information provided by the Union concerning its dues structure. The Union agrees to reimburse the University for all costs actually incurred by the University as a result of changes made by the Union in the structure or method of calculation of the Union's dues during the terms of this Agreement. The Union agrees to hold the University harmless from liability for any errors in withholding or transmitting dues except for liability to the Union for monies actually withheld, but not transmitted. The Union further agrees to refund the University any overpayment of money made to the Union pursuant to this Article through error or oversight on the part of the University. The Union agrees to reimburse the University for all costs actually incurred by the University as a result of changes made by the Union in the structure or method of calculation of the Union's dues or agency shop fees during the terms of this Agreement. The Union agrees to hold the University harmless from liability for any errors in withholding or transmitting dues or agency shop fees except for liability to the Union for monies actually withheld, but not transmitted. The Union agrees to reimburse the University for all costs actually incurred by the University as a result of changes made by the Union in the structure or method of calculation of the Union's dues or agency shop fees during the terms of this Agreement. The Union agrees to hold the University harmless from liability for for any errors in withholding or transmitting dues

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or agency shop fees based on the information provided by the Union, except for liability to the Union for monies actually withheld, but not transmitted. The Union further agrees to refund the University any overpayment of money made to the Union pursuant to this Article through error or oversight on the part of the University.

7. **Agency Shop Fee.** The Parties agree to reopen this Article for the purpose of bargaining over payroll deduction of Union dues and fair share fees in the event there is a change in the law regarding payroll deduction of Union dues and fair share fees.

B. Electronic Transmission of Deduction Information

1. Certification and Maintenance of Deduction Information.

- a. The Union will certify to the University to begin deductions or to stop deductions. For bargaining unit members, deductions shall be from in-unit earnings based on retirement gross earnings.
- b. The Union will deliver an electronic file in Excel (.xls) format to UC Davis's appropriate office or upload files to a University website, in accordance with Section 2 below. The University shall provide to the Union at least a thirty (30) calendar days' notice in advance of any administrative process changes in the delivery of the electronic Excel file.
- c. Based on employees in this bargaining unit being paid bi-weekly, the union payroll deductions file, shall be transmitted to the University no later than the Friday before the end of the pay period in order to affect the next payroll with a pay begin date that falls after the date the deduction certification is received from the Union.
- d. The Union will solely maintain the deduction authorization, signed by the employee from whose wages the deduction is to be made. The Union shall not be required to provide a copy of the member's authorization to the University as the arrangement is between the Union and the member. Employees will be directed to the Union should there be any questions from employees.
- e. If an employee is separated from the University or transferred out of the UC DAVIS Skilled Craft Bargaining Unit, union payroll deductions will be stopped.

2. The Union list to be submitted in the format provided in shall include the following:
 - a. Location / Business Unit Code

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- b. Location Name (Campus or Medical Center)
- c. Bargaining Unit -
- d. Employee Identification Number e. Employee Name (Last, First)
- f. Action Code (A=Add, C=Change*, OR S=Stop) - Change is only applicable to changing DRIVE Amount
- g. Deduction Code (D=Due , OR PA=Political Action/DRIVE)
- h. Indicate Ongoing Deduction Dollar Amount for Political Action

C. Union Security

Individual requests to cancel payroll deduction shall be directed to Teamsters Local 2010. The authorization for payroll deduction shall remain in full force and effect until Teamsters Local 2010 informs the University payroll deductions are to be stopped. Such notice is to be communicated as defined in Section B above.

D. PROGRAMMING & ADMINISTRATIVE SERVICES & REMITTANCE LISTS RELATED TO UNION SECURITY

The University agrees to electronically transfer funds to Teamsters 2010 banking account for all union payroll deduction remittance monies in which an administrative fee of \$10 will be applied against the remittance monies. The union shall be responsible for any reasonable initial programming and monthly processing costs associated with the implementation and maintenance of the union payroll deductions. Monthly processing costs are .07 cents per employee to cover calculation and reporting. Those costs are applied against the remittance monies. Accompanying the transfer shall be a standard deduction report which shall contain by campus/hospital an alphabetical listing of the Teamsters Local 2010 members for whom payroll deductions were made. The report shall include the employee identification number, employee name, amount withheld and, the retirement gross basis for the deduction. The report shall be provided electronically. Any costs associated with Teamsters Local 2010 requested changes to the deduction report referenced above shall be full by paid by Teamsters Local 2010.

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2. The University will provide the union with a programming estimate and the union will issue payment when ratification notice is issued to the University at which time the University will begin programming for the union payroll deductions and remittance monies reporting. In the event the union fails to pay the University in accordance with the foregoing, the University may withhold the appropriate amount from the monthly dues paid to the union provided for in this paragraph.

~~— On a monthly basis, the University will provide a remittance report listing of Employee by name, employee identification number, in-unit earnings, title code, and amount of union payroll deductions. The union shall be responsible for any reasonable initial and ongoing programming and processing costs associated with providing this list.~~

~~— The University shall not be responsible for those portions of payroll deductions where the Employee's earnings are insufficient to cover the union payroll deductions in any pay period.2.~~

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ARTICLE XX University Benefits

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A. General Conditions

Employees in this unit are eligible to participate in a number of benefit programs generally available to staff employees of the University.

The Union understands and agrees that the University may, at its option, alter its health and welfare programs and/or retirement system plans. Such alterations include, but are not limited to altering eligibility criteria, establishing new coverage, altering or deleting current coverage, altering employee and University rates of contribution, or changing the carrier for established programs. In the event the University makes such alterations, the changes will apply to employees eligible for benefits within the unit in the same manner they apply to other eligible staff employees as described above at the same campus. The Union will be notified of such changes. The sole exception to the above shall be any alterations proposed by the University which affect only bargaining unit employees.

1. For informational purposes only, a brief outline of benefit programs in effect on the date of the Agreement is found below. The Union understands and agrees that the descriptions contained in this Article do not completely describe the coverage or eligibility requirements for each plan.
2. Specific eligibility and benefits under each of the various plans are governed entirely by the terms of the applicable Plan Documents, custodial agreements, University of California Group Insurance Regulations, group insurance contracts, and state and federal laws. Employees in an ineligible classification are excluded from coverage, regardless of appointment percent and average regular paid time. For details on specific eligibility for each program, see the applicable documents, agreements, regulations, or contracts on the UCNet website.
3. In the event the current Memorandum of Understanding (MOU) expires, the parties agree that the terms of this Article XX, University Benefits, preserves the status quo and will continue in full force and effect unless otherwise expressly modified by mutual agreement of both parties.

B. University of California Retirement System

1. University of California Retirement Plan - Eligible employees covered by this Agreement shall be covered by the University of California Retirement Plan (UCRP), a defined benefit plan. The level of required contributions to UCRP is determined annually by the Plan actuary and the Regents. UC will not increase the rate of employee contributions to UCRP during the term of the agreement.
2. University of California Retirement Savings Program- The University of California Retirement Savings Program consists of the:

- a. voluntary UC Tax-Deferred 403(b) Plan,
- b. voluntary UC Deferred Compensation 457(b) Plan,
- c. UC Defined Contribution Plan (DCP), which consists of the Pretax Account for mandatory contributions and After-Tax Account for voluntary employee contribution and the taxable portion of rollovers from other employee plans.

Descriptions of each Plan can be found in the Summary Plan Descriptions and Plan Document on the UCNet website.

3. The 2016 Retirement Choice Program (Pension Choice and Savings Choice) shall not apply to bargaining unit employees effective sixty (60) days after the date of ratification.

C. Health & Welfare Plans

1. The University has an Open Enrollment period during which eligible employees may elect to change health and welfare plans or coverage options. This process affords employees the opportunity for employees to choose among plans due to changes in employee circumstances coverage and costs of each plan, and plan availability which may change from year to year.
2. The University's maximum monthly rates of contribution for bargaining unit employees who are eligible for and elect to enroll in a health plan shall be the same as the contribution rates for such plans for other staff employees.
3. Costs that exceed current University contributions, and employee costs for Health & Welfare plans to which the University does not contribute, are to be paid by bargaining unit members, normally through payroll deduction.
4. 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.
5. Health & Welfare Programs:
 - a. Medical Program – Employees have a choice of various options depending on employee address, including health maintenance organization (HMO), point-of-service (POS), preferred provider (PPO), exclusive provider organization (EPO) or a Health Care Reimbursement Account (HRA). Choice of plans may vary from location to location. Eligible part-time employees appointed and paid by the University to work a specified minimum appointment and average regular paid time may be covered by the CORE major medical plan. The plan is available to the employee and eligible family members.

- b. Dental Program – Dental plans are available to eligible employees. Employees may cover themselves and their eligible family members.
 - c. Vision Program – A vision plan is available to eligible employees. Employees may cover themselves and their eligible family members.
 - d. Behavioral Health and Substance Abuse Benefits- Kaiser members have access to Kaiser’s integrated behavioral health services as well as Optum Behavioral Health. UC Blue & Gold HMO members have behavioral health and substance abuse coverage provided by Managed Health Network. Behavioral health and substance abuse coverage is provided by Anthem Blue Cross for employees enrolled in CORE, UC Care, and UC Health Savings Plan.
6. Supplemental Health Plans. Employees may select supplemental insurance options for Accident, Critical Illness and Hospital Indemnity plans.

D. Life Insurance

- 1. University-Paid – Two University-Paid life insurance plans—Basic Life and Core Life—provide basic life insurance coverage. The amount varies, depending on the employee’s appointment rate and average regular paid time. Eligible employees are automatically covered by the plan for which they qualify.
- 2. Supplemental - Optional personal life insurance and dependent life insurance are available and may be purchased by eligible employees.

E. Other Insurance

- 1. Accidental Death & Dismemberment Insurance – eligible employees may purchase Optional AD&D insurance. A variety of coverages and amounts are available to cover employees and their eligible family members.
- 2. Business Travel Accident Insurance- Employees who are traveling on official University business are covered by \$100,000 of accidental death and a scheduled dismemberment insurance.
- 3. Disability Insurance
 - a. UC Paid Basic Disability
The plan provides up to 55 percent of the employee’s eligible monthly earnings, to a maximum benefit of \$800 per month, for up to six months. The six-month benefit period includes a 14-day waiting period before receiving benefits, and the employee must use up to 22 days of sick leave, if available. UC pays the full cost

of coverage, and the employee is automatically enrolled. Since UC pays for this coverage, Basic Disability income is generally taxable.

b. Voluntary Short-Term and/or Long-Term

The plan provides up to 60 percent of the employee's eligible earnings, to a maximum benefit of \$15,000 per month.

The start date and duration of coverage depends on the employee's chosen level of coverage. Premium costs depend on monthly salary, age and chosen level of coverage (short-term, long-term or both). Voluntary Short-Term Disability coverage is employee-paid and supplements Basic Disability coverage, therefore, the income is partially taxable. Voluntary Long-Term Disability income is generally not taxable, since premiums are paid with after-tax dollars.

- i. Short-Term only — The six-month benefit period includes a 14-day waiting period before receiving benefits, and the employee must use up to 22 days of sick leave, if available.
- ii. Long-Term only — The employee will be covered after six months, until Social Security retirement age for most conditions.
- iii. Short and Long-Term — The employee will be covered after a 14-day waiting period, until Social Security retirement age for most conditions. The employee must use up to 22 sick days, if available, before benefits begin.

4. Legal Expense Insurance Plan – A legal expense insurance plan may be purchased by eligible employees. The plan is employee-paid through payroll deductions.

5. Auto/Renter/Homeowner Insurance – Individual auto and home insurance policies are available which may be purchased by eligible employees through payroll deduction.

6. Pet Insurance- Employees are eligible to access preferred pricing on pet insurance, providing coverage for accidents and illness.

F. Other Benefits

1. Tax Savings on Insurance Premiums (TIP) – Employees enrolled in certain benefit plans are automatically enrolled in TIP, unless the employee makes an election to withdraw. After the University contribution (if any) is applied, the net insurance premiums are deducted from gross pay before federal and state taxes.
2. Dependent Care (DepCare) Flexible Spending Account (FSA) – DepCare provides a pre-tax spending account for covered dependent care expenses incurred by employees for eligible dependents.
3. Health Care Flexible Spending Account (FSA) – The Health Care Flexible Spending Account is available to eligible employees and allows them to pay for eligible health

care expenses not covered by the employee's medical, dental, or vision plans on a pretax, salary reduction basis.

4. UC Adoption Assistance Plan- Administered by WEX Health, UC Adoption Assistance Plan provides financial support through reimbursement for adoption-related expenses.
5. Family Care Resources- Access Care Advantage for eligible employees, provides child, elder and other family care resources. Any services purchased through this resource are paid by the employee.

ARTICLE XX VACATION

A. Employees are provided paid vacation time off so that they may devote time to pleasure, rest, relaxation, and personal needs. Vacation credit is accrued each vacation accrual period based on the number of hours on pay status for that vacation accrual period at a rate determined by the length of qualifying service. A vacation accrual period is defined as one quadri-weekly cycle (i.e., two bi-weekly pay periods) for those employees who are paid bi-weekly.

B. Eligibility to Earn Vacation

An employee who is appointed at fifty percent (50%) time or more of full time for a period of six (6) months or more is eligible to earn vacation from the date ~~of~~ their appointment begins. An employee who is not eligible to earn vacation by the nature of the appointment becomes eligible to earn vacation after six (6) continuous months on pay status at fifty percent (50%) time or more of full time.

C. Qualifying Service to Determine Vacation Credit Earning Rates

Qualifying service to determine the rate of vacation credit shall be calculated as follows:

1. A month of service at one-half time or more is a month of qualifying service.
2. Payment for service must have been made by the University or the State of California.
3. Time on military leave from the University or the State of California is included.
4. Service need not be continuous.

D. Vacation Credit Earning Rates

Vacation credit shall be earned by an eligible employee beginning the first of the month during which the required qualifying service is completed, at the following 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.

E. Vacation credit for eligible employees is earned each vacation accrual period based on the number of hours on pay status for that vacation accrual period at a rate determined by the length of qualifying service. Employees must be on pay status at least one half the working hours of a vacation accrual period to earn vacation credit for that vacation accrual period.

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F. Accrual of Vacation

An employee shall accrue full or proportionate vacation credit for a vacation accrual period. The following criteria and procedures shall control vacation credit accrual:

1. Vacation credit shall accrue during leave with pay.
2. Vacation credit for each month shall be credited at the end of the month, except that an eligible separating employee accrues proportionate vacation through the last day on pay status.
3. A full-time career employee who is on approved leave without pay receives full vacation credit for a month during which they are on pay status at least one-half the working hours of the month.
4. Vacation credit shall not accrue for time on pay status in excess of the full-time working hours in a month. Overtime does not count towards vacation accrual.

G. Vacation Pay

1. Pay for vacation shall be at the employee's straight time rate including any shift ~~or weekend or~~ [weekend](#) differentials.

H. Scheduling of Vacation

Vacation leave shall be scheduled subject to the operational requirements of the University and in accordance with the following:

1. An employee may request that an absence for illness, disability, personal emergency, or other personal reasons (for example, special or religious holidays) be charged to vacation. Such request shall not be unreasonably denied; however, vacation credit shall not be used prior to the time it is accrued. Approval is predicated on the expected vacation accrual and balance by the date of the vacation. In the event an employee does not have enough vacation balance to cover a preapproved request, the employee shall amend their initial request and reduce the hours of leave to an amount that will be fully covered by their vacation balance.
2. Requests for vacation will be approved on a "first-come, first-served" basis. However, where a practice of rotation of vacation periods exist for certain major holidays, such practice shall continue.
3. Management shall approve or disapprove an employee's vacation request within ~~five ten (510) five~~ [\(5\)](#) University business days of the date on which the request was made. The University shall not unreasonably deny vacation requests. When management approves an employee's vacation request, said approval will not be rescinded absent a major emergency. For purposes of this Article, a major emergency is defined to mean an occurrence of a serious nature, developing suddenly and unexpectedly, and requiring immediate action to protect life, safety, and health. When management approves an employee's vacation request, said approval will not be rescinded absent a major emergency. For purposes of this Article, a major emergency is defined to mean an occurrence of a serious nature, developing suddenly and unexpectedly, and requiring immediate action to protect life, safety, and health. In the event of an emergency, as determined by management, scheduled vacations

Commented [TA1]: UCLA K4 5 days

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Commented [GDA3]: Language from UCI Contract

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~~may be canceled. Management will consider the effect of vacation cancellation prior to enacting any cancellation.~~

4. When during the simultaneous review of requests for vacation submitted by more than one employee, and operational needs do not permit the granting of requests for vacation at the same time for the employees who have requested that specific time period, preference in granting the request shall be based on the respective seniority of the employees in the shop.

~~5. Vacation requests may be submitted by an employee up to twelve months in advance.~~

Commented [GDA4]: Current practice

~~6. Personal emergency vacation days may be granted at the discretion of the supervisor.~~

~~6. Occasional unscheduled vacation days may be granted subject to the operational requirements of the University, and provided that they are requested at least three (3) days in advance.~~

Commented [GDA5]: Language from UCI Contract

~~7. Vacation days requested less than three (3) days in advance may be granted at the discretion of supervisor. The request for such vacation shall be made in writing through the immediate supervisor, and may be reviewed by a designated University manager. Verification of the need for vacation with less than three (3) days' notice may be required, and, if required, shall be submitted to the designated University manager prior to payment.~~

Commented [GDA6]: Language from UCI Contract

I. Transfer of Vacation

1. An employee who is transferred, promoted, or demoted from one University position to another University position or funding source in which the employee will accrue vacation credit and can transfer credit shall have vacation credit transferred.

2. An employee who is transferred, promoted, or demoted to another University position in which the employee will not be eligible to accrue vacation credit and cannot transfer vacation credit, shall be paid for accrued vacation.

J. Terminal Vacation Pay

An eligible employee who separates from University employment or who is granted extended military leave shall be paid for vacation credit accrued through the employee's last day of work. Such terminal vacation shall be paid to the next highest hundredth hour. The effective date of separation shall be the last day of work, except that an employee who is retiring may use vacation up to the effective date of retirement.

K. Vacation Maximums

~~Sixty days prior to an employee accruing the maximum amount of vacation, the employee shall be given notice that the maximum accrual will be reached. The employee must request the scheduling of vacation prior to the employee reaching the maximum accrual. If the employee's request to use such accrued vacation is denied due to operational considerations, that employee shall have an additional four months within which the employee must take the vacation to bring his or her vacation accruals below the maximum. Normal vacation shall continue to accrue during the additional four-month period.~~

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As an alternative, at the employee's discretion, vacation may be cashed out when provided the sixty days notice.

L. Paid Time Off (PTO) Bank Health Employees

Commented [GDA7]: Should be a separate article or appendix

1. UC Davis Medical Center Employees who currently participate in the Paid Time Off (PTO) Program will have their PTO converted to sick and vacation. PTO that is converted to vacation that is within or over 40 (forty hours) of the vacation maximum accrual will be converted to cash.

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ARTICLE XX. Wages and Awards

- A. Salary rates for employees covered by this agreement are listed in Appendix A.
 - B. To be eligible for any of the increases described below, employees must be on pay status or on approved leave and in the K3 bargaining unit on the effective date of the increase.
 - C. Salary increases for the duration of this contract shall be as follows:
 - 1. Placement and Order of increases
 - a. All K3 Unit employees will first be placed on the negotiated range on the step closest to, but not less than, their current rate of pay and not less than their current step.
 - b. Order of Increases - If more than one wage adjustment takes place on the same date, actions occur in the following order:
 - i. Across the board pay range adjustment
 - ii. Individual step increase
 - iii. Individual equity increase
 - iv. Increase resulting from promotion or reclassification
 - v. Increase to the minimum of the pay range
 - c. The effective date of the wage increase for bi-weekly paid employees shall be the beginning of the pay period closest to the effective date for monthly paid employees.
- Fiscal Year 2022-2023**
- a. Within (60) days of ratification, with an effective date of July 1, 2022, each employee shall be

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placed on the pay step structure agreed to.

- b. Within 60 days of ratification with an effective date of Effective July 1, 2022, the University shall provide a 6% base-building increase to all bargaining unit employees.

c. Within sixty (60) days of ratification, with an effective date of July 1, 2022, the University shall provide Step increase/s to employees on Step 1, Step 2, and Step 3, and Step 4. Thereby moving those employees to Step 5 and eliminating Step 1, Step 2, Step 3, and Step 4. The step schedule shall be renumbered in accordance with this provision. Which reduces the salary step schedule from 15 Steps to 11 Steps.

d. Lump-Sum Payment: Upon written notification from Teamsters Local 2010 that the collective-bargaining agreement has been ratified, all employees will receive a \$3,000 lump sum non-base-building payment within 60 days of receiving the notice.

Fiscal Year 2023-2024

b. Effective July 1, 2023, the University shall provide a one Step increase to all employees and Step 1 will be eliminated. The step schedule shall be renumbered in accordance with this provision. Which reduces the salary step schedule from 11 Steps to 10Steps.

a. Effective July 1, 2023, the University shall provide a 3% base-building increase to all bargaining unit employees.

Fiscal Year 2024-2025

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a. Effective on July 1, 2024, the University shall provide a ~~7% 2% 2%~~ **4 %** base-building increase to all bargaining unit employees.

Fiscal Year 2025-2026

a. Effective on July 1, 2025, the University shall provide a **4 %** base-building increase to all bargaining unit employees.

Fiscal Year 2026-2027

a. Effective on July 1, 2026, the University shall provide a **4%** base-building increase to all bargaining unit employees.

D. Trade Lead Classifications shall be paid at a rate 7.5% higher than the highest paid current employee in that department in the respective Lead's position description.

E. Hazardous Duty Differential

2. ~~The University agrees to pay Two dollars and fifty cents (\$2.50) per hour pay differential for actual hours (one hour minimum increments) spent in asbestos, lead, and mercury abatement.~~

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E. Hazardous Duty Differential

2. The University agrees to pay Two dollars and fifty cents (\$2.50) per hour pay differential for actual hours (one-hour minimum increments) spent in asbestos, lead, mercury and abatement

3.

F.

F. Equity Adjustments – The Union or an employee may request an equity review or propose an equity increase, subject to local procedures. The University may engage in equity reviews and upwards adjustments of employee pay where the University determines such reviews and adjustments to be warranted, and which determination is at the university's non-grievable sole discretion. An employee who requests an equity review shall be notified of the outcome of the request within 60 days of the request. The union or an employee may submit information they believe to be relevant to the review, which may include, but is not limited to:

1. Internal salary equity between employees in the same job title or with comparable job responsibilities at their department/unit,

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2. Internal salary equity between new hires and current employees in the same job title at their department and or unit.

3. Difficulty retaining or recruiting staff with special skills, knowledge, or abilities or that serve a specific function, or due to competitive market salaries, or immediate retention concerns such as external job offer(s) made to employees.

H. By mutual agreement, the University may increase, during the term of this Agreement, salary rates for selected individuals and or classifications. Likewise, the University may also increase shift differential, on-call rates, and/or extend the coverage of such rates. The University will provide notice to the Union at least 30 days prior to any proposed increase.

I. The University shall extend any staff recognition award program to members of the bargaining unit. The staff recognition award programs, if any, will include the bargaining unit, in accordance with university policies.

J. Apprentice pay rates are determined pursuant to the pay schedule in Article XX Apprenticeship Program.

ARTICLE XX - WAIVER

The University and the Union acknowledge that during the negotiations which resulted in this Agreement, each party had the right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that this Agreement constitutes the entire contract arrived at by the parties after the exercise of that right and opportunity. The University and the Union, for the term of this Agreement, each voluntarily waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in the Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement except for any new University policies or procedures created during the term of this Agreement that pertain to the terms and conditions of employment for bargaining unit employees. Notices of proposed changes in University policies and/or procedures shall be directed to Teamsters Local 2010 unless otherwise notified by Teamsters Local 2010 and, upon written request, the University will meet and confer with Teamsters Local 2010 regarding proposed changes to University policies and procedures affecting bargaining unit employees' terms and conditions of employment. The University and the Union agree that this Agreement supersedes and replaces all prior Agreements, Understandings and policies, and is the sole source of rights and all terms and conditions of employment for employees in this bargaining unit, ~~with the exception of those University policies that are specifically referenced in Appendix XX hereto.~~

FOR THE UNIVERSITY

Stephen M. Green

TAed on 9/2/21

9/30/21


Date

FOR TEAMSTERS LOCAL 2010

Tanya chl
TAed on 9-2-21

10-14-21
Date

TA
Tanya and
Teamsters 2010
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University
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ARTICLE XX - WORK-INCURRED INJURY OR ILLNESS

A. This Article sets forth the application of sick leave and vacation for employees who are unable to work due to a work-incurred injury or illness compensable under the California Workers' Compensation Act and provides extended sick leave for such employees when sick leave is exhausted and when employees are still unable to work because of such injury or illness. If any state laws applicable to the University and relating to the subject matter of this Article are more generous to employees than currently provided for in this Article, the University will comply with the law. If any section of this Article conflicts with applicable law, the University will comply with applicable law.

1. An approved leave of absence for work-incurred illnesses or injuries shall not be considered a break in service.

B. Use of Accrued Sick Leave and Vacation

1. An employee who accrues sick leave and vacation shall be permitted to use accrued sick leave and vacation to supplement temporary disability payments received under the California Workers' Compensation Act.

2. Sick leave and vacation payments shall be the difference between the amount payable to the employee under the Workers' Compensation Act and the employee's regular salary. The additional payment made to an employee to provide the employee with the full salary prior to receipt of disability payments shall be deemed an advance temporary disability payment within the Workers' Compensation Act.

3. An employee who receives advance temporary disability payment shall reimburse the University for such payment. The reimbursement is used to restore proportionate sick leave and vacation credit as appropriate.

4. A non-probationary employee who is receiving temporary disability payments for work incurred injury or illness and supplemental sick leave or vacation as described in Sections B1. through 3. above, is considered on regular pay status. Sick leave and vacation accrued during this period may be used as soon as they accrue.

5. A probationary employee who is receiving temporary disability payments for work incurred injury or illness and supplemental sick leave or vacation as described in Sections B1. through 3. above, is considered not on regular pay status, and their probationary period may be extended. Sick leave and vacation accrued during this period may be used as soon as they accrue.

C. Extended Sick Leave

1. An employee who remains disabled and who continues to receive temporary disability payments and who has exhausted all accrued sick leave shall receive extended sick leave payments from the University in an amount equal to the difference between the payments from Workers' Compensation and eighty percent (80%) of the basic salary plus any shift differential which the employee would have received. If such an employee returns to part-time University duties, the earnings plus any temporary disability payments, if less than eighty percent (80%) of basic salary plus shift differential, shall be supplemented to eighty percent (80%) by extended sick leave payments, provided

the employee continues to be medically authorized for Workers' Compensation temporary disability. Total extended sick leave payments shall not exceed twenty-six (26) weeks for any one injury or illness. Extended sick leave constitutes an advance against permanent disability payments.

2. ~~An eligible employee who does not have sufficient accrued sick leave to cover the three (3) calendar days' waiting period for receiving Workers' Compensation payments shall receive extended sick leave payment to cover any part of the waiting period not covered by sick leave.~~ An eligible employee who does not have sufficient accrued sick leave to cover the three (3) calendar days' waiting period for receiving Workers' Compensation payments shall receive extended sick leave payment to cover any part of the waiting period not covered by sick leave. Payment shall be made only after determination that the injury or illness is compensable under Workers' Compensation.

3. An employee who elects not to use all sick leave is not eligible for extended sick leave benefits.

4. An employee who is receiving temporary disability payments and extended sick leave benefits is considered to be on regular pay status, except for completion of the probationary period. However, sick leave and vacation accrued during this period are credited to the employee only upon return to work. If an employee separates without returning to work, the employee shall be paid for vacation for the period the employee received extended leave payment.

D. Leave Without Pay

An employee on leave without pay and receiving temporary disability payments for work incurred injury or illness, accrues sick leave and vacation on the same basis as if regularly employed. Such accrued sick leave shall only be credited to the employee upon return to work. Vacation leave accrued while the employee was receiving temporary disability payments shall be credited to the employee if the employee returns to work. If an employee separates without returning to work, payment shall be made for the accrued vacation credit.

E. Light Duty

Pursuant to the provisions of Article XX, Reasonable Accommodation and applicable law, the University shall engage in an interactive process to determine what if any reasonable accommodation will be made ~~honor an employee's request and place an employee in a temporary assignment consistent with documented medical restrictions when the employee has experienced work-related injuries.~~ Such assignments will be identified in a good faith effort through the interactive process involving the injured employee and the university. ~~This section shall not be construed as a guarantee of a specific form of accommodation.~~

F. Right to Representation

While on medical leave, an employee has a right to union representation in accordance with the provisions of this Agreement.

G. Separation

An employee shall not use vacation, sick leave, or extended sick leave to supplement Workers' Compensation payments beyond a predetermined date of separation. Any vacation credit remaining on the date of separation shall be paid on a lump-sum basis.

Commented [GDA1]: This particular clause gave me pause. Even if an injury is compensable under Workers' Compensation, the waiting period is not covered at all. The effect of this would be that the University would be paying the 80% that is covered by Extended Sick Leave because the administrator will be paying zero.

Commented [TA2R1]: UCOP HR Policy Do I use Sick Leave for the three day waiting period?
Yes. Temporary Disability is usually not paid for the first three days of disability.
You must use your Sick Leave. If you do not have sufficient Sick Leave to cover the entire three days, and if you are eligible for Extended Sick Leave, then Extended Sick Leave will apply to the remainder of the three days, and will pay you at 80% of your regular earnings, even though Temporary Disability is not being paid.

Commented [TA3R1]: In K9, K6, K4, KM

UC DAVIS K3 Teamsters Local 2010

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APPENDIX Side Letter

Paid Time Off Bank Health Employees Conversion



A handwritten signature in blue ink, appearing to read 'Tanya Ahl', is written over a horizontal line. To the right of the signature, the text 'TA 4-27-2023' is written in blue ink.

Paid Time Off (PTO) Bank Health Employees

1. UC Davis Medical Center Employees who currently participate in the Paid Time Off (PTO) Program will have their PTO converted to vacation and sick within (30) thirty days of the University receiving written notice the agreement has been ratified. Paid Time Off accrual will be converted to Vacation. Sick Time and or Extended Sick Time will be converted to Sick Time.
2. Any unit members whose accrual rate is above 80 percent of the maximum accrual rate allowed at the date of ratification, shall within (60) sixty days of the University receiving written notice the agreement has been ratified, will receive a lump sum payout to reduce their accrual to eighty percent of what is allowed by University Policy.