

UC Davis - Teamsters 2010 Joint Proposal

Date: 5.12.26

Time: 2.11

Article or Appendix
Article 03 - Bargaining Unit Work
Article 07 - Death Payments
Article 08 - Discipline and Dismissal
Article 15 - Labor-Management Relations
Article 18 - Management Rights
Article 19 - Medical Separation
Article 33 - Resignation and Job Abandonment
Article 34 - Respectful and Fair Treatment
Article 35 - Severability
Article 39 - Training and Development
Article 40 - Travel Reimbursement
Article 41 - Uniforms, Tools, and Equipment
Article 45 - Vacation
Article 47 - Waiver
Appendix C - Grievance Form

For the University

5/11/26
2:11 PM

VITUS LEUNG

For the Union

Jose Fuentes

Jose Fuentes

From: Bianca Petzold <bpetzold@ucdavis.edu>
Sent: Tuesday, October 6, 2026 12:58 PM
To: Jose Fuentes
Cc: Lewis Vincent
Subject: Re: T'A Missing
Attachments: Article 5 _ TA.pdf; Article 11 _ TA.pdf; Article 30 _ TA.pdf

Hi Jose,

Thank you for your patience! Here are the Articles you were missing. Additionally, yes, I confirm that the rate for the Swing Shift should be \$0.25 more than currently which would place the rate at \$2.75. I apologize for the typo. Let me know how you want to notate that for the TAs.

Best,

Bianca Petzold
Labor Relations Consultant
Employee and Labor Relations
UC Davis Health
916-873-5117
bpetzold@ucdavis.edu

UC DAVIS
HEALTH

My working day may differ from yours. Please don't feel obligated to reply to this email outside of your usual working hours.

From: Jose Fuentes <jfuentes@teamsters2010.org>
Sent: Monday, October 5, 2026 10:33 AM
To: Bianca Petzold <bpetzold@ucdavis.edu>
Cc: Lewis Vincent <lvincent@teamsters2010.org>
Subject: RE: T'A Missing

Morning Bianca,

I want to point out a discrepancy on the package deal that we agreed to. In regard to shift differential we agreed to go up .25 cents for the swing shift however the package deal states that the swing shift differential is \$2.25. The current contract language states that the swing shift is \$2.50 cents. Please let me know when you have time to discuss these matters.

From: Jose Fuentes
Sent: Friday, October 2, 2026 8:36 AM
To: Bianca Petzold <bpetzold@ucdavis.edu>
Subject: T'A Missing

Morning Bianca,

Sorry to bother you on your day off. I was putting our tentative agreement together and I noticed that I am missing Article 5, Article 11 and Article 30. Is there any way you can send me your signed copies of those agreements? Thank you.

****CONFIDENTIALITY NOTICE**** This e-mail communication and any attachments are for the sole use of the intended recipient and may contain information that is confidential and privileged under state and federal privacy laws. If you received this e-mail in error, be aware that any unauthorized use, disclosure, copying, or distribution is strictly prohibited. If you received this e-mail in error, please contact the sender immediately and destroy/delete all copies of this message.

9/30/26
b k-3
4:11 PM

UCD Package Proposal #3 – September 30, 2026

This is intended to be a comprehensive proposal. Any rejection of part is a rejection of the whole. The University reserves the right to return to our previous positions on any of the proposals included.

1. Article 1 – Apprenticeship Program
 - a. Union Counter 2 Proposal, as passed on 8/28/26 at 1pm
2. Article 12 – Holidays
 - a. Proposal: Reject Floating Holiday, Accept Premium Holidays
3. Article 13 – Hours of Work
 - a. Proposal: Union proposal passed on 8/28/26 at 1:49PM
4. Article 17 – Leaves of Absence
 - a. Proposal:
 - i. B.1.f.2.d: Update the language to state “what level of care” or similar language.
 - ii. F: Accept strike out, but add “grievable but not arbitrable”.
5. Article 24 – Pay for Family Care Leave and Bonding
 - a. Proposal: Remain at 8 weeks, as passed on 8/14/26 at 148pm
6. Article 36 – Shift Differential
 - a. Proposal: Accept Union supposal of \$2.25 for swing shift, maintain other shift differential
7. NEW Article – Emergency Situations
 - a. Proposal: Withdraw
8. Article 44 – Benefits and Appendix H
 - a. Proposal:
 - i. Article 44 as Passed on 9/3/26 at 1:38PM
 - ii. Appendix H as Passed on 9/24/26 at 10:35AM
9. Article 46 – Wages and Awards
 - a. Proposal: Union Counter #6 as passed 9/30/26 at 306pm

#10 Article 38 - strikes + lockouts: CCL

VITHS LEUM

these appendix
attend.

UCD Proposal #1: APPENDIX E

Date: 6/11/26

Time: 1:55 PM

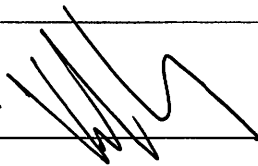
The parties agree to delete Appendix E - SAFETY SHOES REIMBURSEMENT.

For the University

Name: VITUS LEVY

Date: 6-11-26

Signature:



For the Union

Name: Jose Fuentes

Date: 6/11/26

Signature:



UCD-Teamsters Proposal #1: List of CCL

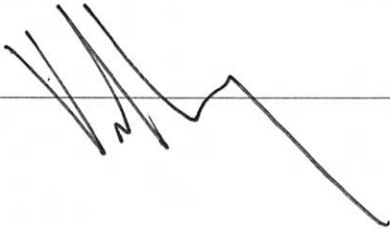
2:36 PM

Date: 7/16/26

Time: 2:36 PM

The parties agree to current contract language for the following Articles:

Article 06 – Contracting Out
Article 21 – Non-Discrimination
Article 37 – Sick Leave
Article 42 – Union Deductions

For the University	For the Union
Name: VITUS LEUNG	Name: JOSE FUENTES
Date: 7/16/26	Date: 7/16/26
Signature: 	Signature: 

UCD COUNTER PROPOSAL #3 – Article 2 – Arbitration

Date: 6/13/24

Time: 1031 AM

ARTICLE 02 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 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 must be 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 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

1. Within twenty (20) calendar days from receipt from the Union of its decision to request Arbitration, the parties shall attempt to reach agreement on an arbitrator. If no agreement is reached, the parties shall alternatively strike names from the listed arbitrators in Section H. Teamsters Local 2010 shall contact the University to select an arbitrator. The scheduling of the arbitration hearing date must be accomplished no later than 120 calendar days from the date the grievance was originally appealed to arbitration.
2. 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.

4. 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.

5. 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.

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 in a 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.

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.

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 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.

4. Nothing shall prevent the parties from agreeing to separate hearings on the arbitrability and the merits of the case before a single arbitrator.

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. 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 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 08 - 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 08 - Discipline & Dismissal, the University shall have the burden of proof.
7. 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.
8. 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.
9. The Arbitrator's fees shall be borne equally by the parties. Expenses for stenographic or other services or facilities shall be borne equally by the parties.

10. 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.

E. Decision and Remedy

1. If the grievance is sustained in whole or in part, and subject to the limitations set forth in Section E.2., below, the remedy shall not exceed restoring to the employee the 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 retain jurisdiction for purposes of disputes over application of the decision and/or remedy ordered.

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:

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,

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,

c. Any period of time greater than sixty (60) calendar days prior to the date of the filing of the grievance 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 three years prior to the date of the filing of the grievance.

F. Release 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 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. 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

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.

G. 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

H. List of Arbitrators

1. ~~Alexander Cohn~~

2. Douglas Collins

3 ~~Paul Reese~~

4. David Weinberg

5. Fred Horowitz

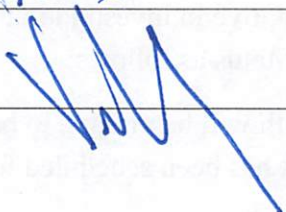
6. ~~Katherine Thomson~~

7. Mathew Goldberg

Jan Stiglitz

Gina Roccanova

Catherine Fisk

For the University	For the Union
Name: <u>Vitus Levy</u>	Name: <u>Jose Fuentes</u>
Date: <u>8/13/26</u>	Date: <u>8/13/26</u>
Signature: 	Signature: 

UCD Proposal #1: Article 04

Date: 6/11/26

Time:

to K-3

11:38 AM

TA-11-24

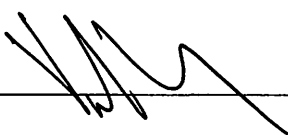


The parties agree to current contract language for Article 04 – Bereavement Leave.

For the University

Name: VITUS LEVY

Date: 6/11/26

Signature: 

For the Union

Name: Jose Fuentes

Date: 6/11/26

Signature: 

UCh Counter 2 - Article 5 - Classifications and Reclassifications

Date: 8/13/24

Time: 2:10 PM

8/13/24
+ K-3
2:41 PM

TA/John 8/13
2:41 PM

ARTICLE 05 - CLASSIFICATIONS AND RECLASSIFICATIONS/ OUT-OF-CLASS ASSIGNMENTS

A. General

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 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 ~~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~~ the Compensation Unit, as appropriate, for review. ~~Campus Human Resources or Healthcare Human Resources~~
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 interview 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;
 - d. review of a position questionnaire or survey.

3. During the classification review process the Compensation Unit may also call for a meeting to gather additional information from the bargaining unit member to best determine where the duties they are performing align.
4. The Compensation Unit shall provide a response to the request as soon as possible but no later than 120 days after 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.

C. Classification Review Appeal

1. 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 or employee may request a review of a decision denying a reclassification, submitted under B above. Compensation Review Conference. Such requests shall be made in writing to the Compensation Unit ~~directed to the Director of Labor Relations.~~ The request shall state the basis upon which the employee is requesting a review.
2. A request for reclassification may include but is not limited to a review of the following:
 - a. Nature of type of work performed;
 - b. Level of responsibility;
 - c. Impact of position on the unit, department, or campus;
 - d. Reporting relationships;
 - e. Scope of duties;
 - f. Complexity of work;
 - g. Knowledge and skills required to perform the duties.
3. The result of the review shall be issued in writing by a representative of the Compensation unit other than the representative who issued the initial decision.
4. A denial is subject to the grievance procedure. At all steps of the grievance procedure, the remedy is limited to whether the University properly applied the criteria in Section C2. This provision is not subject to Article 2 – Arbitration Procedure.
5. An employee whose position has been reclassified upward shall be granted a salary increase. Upward reclassification salary increases are granted on a non-

precedential basis. Resultant individual rates of pay shall not exceed the maximum of the position salary range.

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

D. ~~CLASSIFICATION WORK~~ Out-of-Classification Assignments

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. The University shall determine the duration of an out-of-class assignment, such assignment shall not exceed 180 days.
4. Such temporary assignment and resulting pay increase, if any, shall not result in the permanent reclassification of the employee. If such assignment exceeds 180 days the employee shall be permanently reclassified to the higher classification.

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.

This provision is not grievable or arbitrable.

UCD Counter Proposal #1: Article 10

Date: 6/11/25

Time: 11:25

counter #/

1:49 PM T/A
[Signature]

ARTICLE 10 - 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 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.
4. **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.
5. **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. Optional Informal Review Resolution Meeting

~~Step 1.~~ The employee or the Union ~~must~~ may submit a written request for an informal review to their immediate supervisor, or designee. Within fifteen (15) calendar days from the request, the University shall convene a meeting with the appropriate University representative(s) to discuss the concerns. All parties shall informally attempt a resolution of the matter before a grievance is filed. Informal resolutions, although final, shall not be precedent setting. If the grievance is concerns are not resolved through informal discussion the employee may file a 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 University and the employee or their representative. The Union may file a 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.

2. Department Review - Step 2

Step 2. A grievance must be filed in writing on a grievance form mutually agreed to by the parties, and attached hereto as Appendix C. 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. Grievances not presented within the time limits specified in the contract shall be considered untimely and not eligible for the Grievance or Arbitration Procedure.

Grievances shall be filed by email 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.

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. The University shall provide an acknowledgement of the Union's grievance within (5) five calendar days 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 grievant discussed the alleged violation(s) with their supervisor and/or University representative(s), if applicable; and,
- g. The remedy requested.

Within ~~fourteen (14)~~ fifteen (15) calendar days after receipt of the grievance, 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(s) 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.

Grievance appeals must be filed by email to the Campus or Health System Office of Labor Relations and must be received by that office 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.

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. The University shall provide an acknowledgement of the Union's grievance, within (5) five 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~~ the Optional Informal Resolution Meeting 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), their representative(s), and the Union at GRIEVANCE@TEAMSTERS2010.ORG

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.

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 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 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:

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

2. 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, 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 grievance in the Skilled Crafts Bargaining Unit, the Union shall be notified. The University and the Union agree that any resolution of a grievance at Step 2 or thereafter shall be reduced to writing.

D. Mediation

The University and the Union may mutually agree to mediation with an agreed upon 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.

UCD Counter #2: Article 11

Date: 8/27/20

Time: 2:47 PM

ARTICLE 11 - HEALTH & SAFETY

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 31 - 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 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 41 – 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 Shoes

1. The University shall reimburse an employee ~~in accordance with Appendix E (2022 \$220, 2023 \$230, 2024 \$240 and 2025 \$250)~~ on a fiscal year basis in accordance with the following:

Starting July 1, 2027: \$270, FY2028: \$280, FY2029: \$290, FY2030: \$300, FY2031: \$310.

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

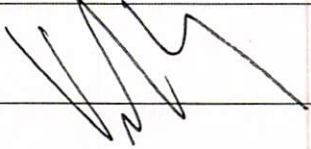
2. Directly reimburse a designated vendor for protective shoes, inserts, and laces for an employee ~~in accordance with Appendix E (2022: \$220, 2023: \$230, 2024: \$240, 2025: \$250)~~ on a fiscal year basis in accordance with the following:

Starting July 1, 2027: \$270, FY2028: \$280, FY2029: \$290, FY2030: \$300, FY2031: \$310.

If the employee selects a protective shoe that exceeds the amount listed in ~~Appendix E~~, 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.

For the University	For the Union
Name: <u>Vitus Long</u>	Name: <u>Jose Everiter</u>
Date: <u>8/28/26</u>	Date: <u>8/28/26</u>
Signature: 	Signature: 

UCD PROPOSAL ①

Date: 5/24/26

Time: 2:46

7/16/26
UTUS LECH

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3.39pm

7/16
Jah

ARTICLE 14 - 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. A written agenda identifying the specific safety matters the parties wish to discuss shall be submitted to the designated Labor and Union representative(s) at least ten (10) work days before the Committee meeting date. The designated Labor and Union representative(s) shall mutually agree to the agenda, time and place of the meeting. In the event neither party submits an agenda item ten (10) work days before the scheduled meeting, the meeting will not be convened.

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. For the Health Campus Committee, there shall be no more than two (2) employees from UC Davis Health, no more than one (1) can be from Central Plant Health. For the Campus Committee, there shall be no more than two (2) employees 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 quarterly 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.

UCD Proposal #1: Article 16

Date: 7/16/20

Time: 1040 AM

ARTICLE 16 - LAYOFF AND REDUCTION IN TIME

- 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 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.
- 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 thirty (30) 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 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 as provided for in Article XX – 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 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:

- 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.

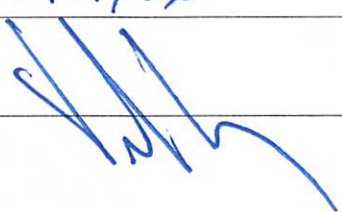
K. General Effect on Benefits

- 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

- 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	For the Union
Name: <u>Vitus Leung</u>	Name: <u>Jose Fuentes</u>
Date: <u>8/14/26</u>	Date: <u>8/14/26</u>
Signature: 	Signature: 

JH . 7.10.24
20/18am

ARTICLE 20 MILITARY LEAVE

General Provisions

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.

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.

v. 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.

B. 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.

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).

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.

1. 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 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.

2. 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 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.

Teamsters - UCD Proposal #1: Article 20 – Military Leave

Date: 7/10/26

Time: 11:21 AM

The parties agree to current contract language for Article 20 – Military Leave.

For the University	For the Union
Name: VITUS LEVINE	Name: JOSE FERRER
Date: 7/10/26	Date: 7/10/26
Signature: 	Signature: 

UCD Counter Proposal #1 Union Counter 1 – Article 22

Date: 9/24/20

Time: 10:00 AM

ARTICLE 22 - 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.
- b. 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.
- c. 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, vacation leave, holidays, jury or witness duty taken prior to said eight (8) hours of work shall not circumvent that entitlement.

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 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. 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 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.
3. To the extent possible, planned overtime shall be offered to the most senior 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.
4. When there are no volunteers for a planned overtime assignment, overtime shall be assigned ~~to the least senior employee~~ in inverse order of seniority on a rotation basis and in accordance with B1 above. ~~in the job family and organizational unit, on the same shift.~~

C. Overtime Rate and Method of Compensation

1. Overtime Rates

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

d. Compensatory Time Off will be paid out annually in ~~June~~ December to a total bank of not more than 80 hours.

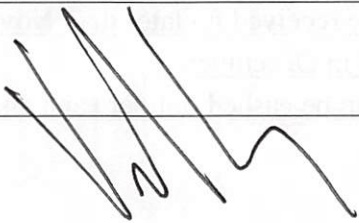
3. Upon separation from employment, an employee shall be paid any banked compensatory time earned at the premium rate at the then current rate of pay or at the employee's average rate of pay for the last three (3) years of employment, whichever is higher.
4. Overtime shall not be paid more than once 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 dollars (\$20.00). At 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.

E. Time Off Between Shifts

In the event an employee is required to change their shift and this change results in less than 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 twelve (12) 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.

For the University	For the Union
Name: <u>VITUS LEUNG</u>	Name: <u>Jose Fuentes</u>
Date: <u>9/24/26</u>	Date: <u>9/24/26</u>
Signature: 	Signature: 

- e. 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.
- f. 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.
- g. 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, and hazardous duty pay in accordance with Article 46 Wages (only if the overtime worked performed is hazardous duty). When an employee is employed at more than one base rate, overtime earned at the time and one-half rate shall be calculated based on the base rate in effect when the overtime is earned.

2. Method of Compensation

- a. Notwithstanding Section C.1. above, overtime compensation earned at the time and one-half 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.
- b. Requests to use Compensatory Time Off shall be made in accordance with Article 45 – Vacations, Section H – Scheduling of Vacation.
- c. Employees may request to receive payment of hours in their compensatory time bank twice a year. Requests shall be made to and approved by the employees' supervisor. on the first pay date in June and the first pay date in December of each 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.
 - 1. The first request must be received no later than May 10, to be paid out the last pay period in June.
 - 2. The second request must be received no later than November 10 to be paid the first pay period in December.
 - 3. No more than 160 hours can be cashed out per each six-month period.

UCD Proposal for CCL

Date: 5/21/26

Time: 10:53 AM

ARTICLE 23 PARKING

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.

B. PARKING AND TRANSPORTATION RATES

1. During the life agreement, the University shall not raise monthly parking rates by more than \$10 per month, to not exceed \$120 in increases per year.



VITUS LEUNG
5/21/26
10:53 AM



Jose Fuentes
5/21/26
10:53 AM
T.A.

UCD COUNTER PROPOSAL #2 – Article 25 – Pay Check Errors

Date:

Time:

8/4/26
to 11-3
3:35 PM

ARTICLE 25 - PAYCHECK ERRORS

A. Underpayments:

The University will rectify any underpayments of the employee's pay following notification of the error by the employee or department, subject to established on-cycle and off-cycle payroll processing deadlines no later than the next on-cycle paycheck after notification of the error by the employee to their supervisor. At the employee option, in the event of a paycheck error, the employee may elect to be paid by direct deposit or a 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.

B. Overpayments:

The University shall notify affected employees in writing of any overpayment, including the amount and basis, prior to initiating recovery.

Employees and Employee representative will have the opportunity to review the calculation(s) and enter into a repayment arrangement before any deductions are made. Repayment schedules will be reasonable and mutually agreed upon, consistent with applicable procedures and timelines.

Overpayment recovery will be administered in accordance with established payroll processes, including appropriate notice and documentation.

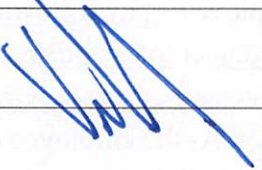
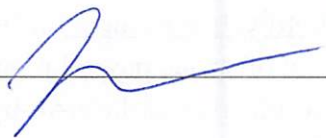
The University shall notify affected employees of overpayment, including failure to take out employee authorized or required deductions, prior to making any deduction to recover any such overpayment from subsequent pay. Upon request by the affected employee, the University will establish a reasonable 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. Wage garnishments will be processed in accordance with applicable federal and state law

25/4/9
Σ-1
N488:8

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

For the University	For the Union
Name: <u>Verns Leung</u>	Name: <u>Jose Fuentes</u>
Date: <u>8/14/26</u>	Date: <u>8/14/26</u>
Signature: 	Signature: 

Union Counter 1

Time: 10:44am

Date: 7/22

T.A. 8/13
10:44am
3/13/26

ARTICLE 26 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 give the employee at least five (5) work days to review the draft evaluation and provide input, if any, to the evaluator.
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. An employee shall have up to seven (7) calendar days 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.
4. 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.
5. 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. FAILURE TO EVALUATE

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.

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 10 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.

Date: 8/12/20

Time: 1030 AM

ARTICLE 27 - 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 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 thirty (30) 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

Personnel files stored electronically shall be provided electronically if requested and there shall be no charge. When they are requested, copies will be provided within a reasonable period of time, and shall not exceed ten (10) working days.

G. Letters in File

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 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 eighteen (18) months will not be used or relied upon to take or support disciplinary action. Where documents are removed pursuant to employee request, the employee shall receive written confirmation of their deletion.

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 to have the material corrected. The University shall notify the employee in writing of the correction or of its denial of said request.

For the University	For the Union
Name: <u>VITUS LEVY</u>	Name: <u>Jose Fuent</u>
Date: <u>8/13/26</u>	Date: <u>8/13/26</u>
Signature: 	Signature: 

UCD Counter Proposal #1: Article 28

Date: 7/22/20

Time: 1136 AM

TA.
2:39 pm
7/22

ARTICLE 28 - 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 Appointments shall not normally be hired instead of career employees.

C. Conversion to Career Status

Except as provided in Section 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 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 convert to a career appointment, shall serve a probationary period in accordance with the provisions of Article 29, Probationary Period.

D. Conditions for Non-conversion to Career Status.

Conversion to career status, as provided in Section C above, shall not occur when:

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

b. 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. 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.

E. 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 02, 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.

F. Disputes

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.

G. Lead Positions

The Lead Classification will be expected to perform lead duties as a significant portion of their role, and as consistent with established Guidelines.

For the University	For the Union
Name: VITUS LEUNG	Name: JOE FRENTE
Date: 7/22/26	Date: 7/22/25
Signature: 	Signature: 

UCD Counter Proposal #2: Article 29

Date: 7/22/20

Time: 257PM

ARTICLE 29 - 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. In the case where the University proposes to extend a probationary period, they shall notify the Union and the employee within 7 calendar days prior to the effective date of the proposed extension, of the reason for such extension. By mutual agreement of the parties, the probationary period shall be extended up to 90 days or less.
- C. 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) calendar days 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.
- D. 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 13 - (Hours of Work), shall 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.
- E. 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 10 - Grievance

Procedure or Article 2 - Arbitration Procedure of this agreement provided the employee is not being released in violation of Article 21 - Nondiscrimination in Employment or Article 29(B) above.

For the University	For the Union
Name: <u>VITUS LEUNG</u>	Name: <u>JOSE FUENTES</u>
Date: <u>7/22/26</u>	Date: <u>7/22/26</u>
Signature: 	Signature: 

UCD Counter Proposal #1: Article 30

Date:

Time:

8/14/26

→ K-3

3:29 PM

T/A 3:37 PM

ARTICLE 30 - PROMOTIONS AND 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 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.

The University may limit the recruitment to internal applicants.

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 seek the input of bargaining unit employees from the trade being recruited and may include bargaining unit employees on the interview panels, if any.

D. Promotions

1. Employees desiring to compete for promotional, transfer, or career opportunities within the bargaining unit shall meet the minimum qualifications for the position or classification in which they are interested. The applicant (internal or external) judged to be the best qualified for open position(s) shall be selected ~~will be selected for those positions.~~ In those cases where the best qualified candidate qualifications are essentially equal, special consideration, including but not limited to seniority will be given to bargaining unit applicants to allow for promotional, transfer, or career opportunities ~~bargaining unit seniority will be the factor for selection, provided that affirmative action guidelines have been met.~~
2. Lateral transfers under this Article shall not result in a reduction in base rate of pay. ~~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.~~

E. 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. A list will be made from the open bid of such individuals, provided that the employee(s) who have made the bid possess the qualifications and skills to perform the job required of the vacant position, and has passed probation in their current classification. The most senior employee based on departmental seniority in the bargaining unit will be laterally transferred into the vacant position.

F. Interviews

Bargaining unit employees who are scheduled for a job interview for positions at UC Davis shall be granted reasonable time off with pay as determined by the University, if the interview has been scheduled during the employee's scheduled work time.

G. 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.

H. Inter-Campus Transfers

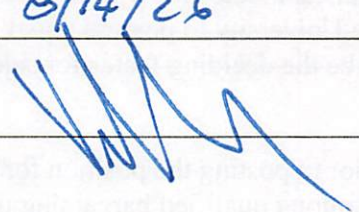
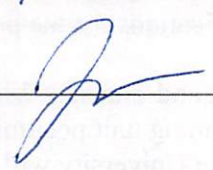
Bargaining unit employees who transfer to another UC campus are deemed to be continuing their employment with the University of California without a break in service. Upon request from a transferring employee, UC Davis will provide assistance with the transfer of accrued vacation, sick leave and UCRP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

I. Affirmative Action

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

J. Disputes

Disputes arising from this Article may only be reviewed under the Grievance Procedure of this Agreement, - Article 10, but shall not be subject to the Arbitration Procedure, Article 02, - of this Agreement.

For the University	For the Union
Name: <u>VINUS LEUNG</u>	Name: <u>JOSE FUENTES</u>
Date: <u>8/14/26</u>	Date: <u>8/14/26</u>
Signature: 	Signature: 

UCD Counter #1 – Article 31

Date: 2/27/22

Time: 11:10 AM

ARTICLE 31 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 if there is a reasonable belief that the employee has a condition that impairs their ability to perform essential job functions or poses a health and safety threat. In such case, the University shall pay the costs of any medical examinations requested or required by the University.

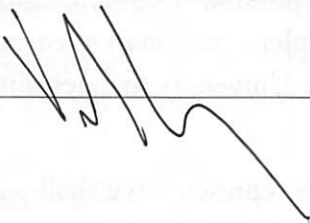
E. Trial Employment

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,~~ six months, but may be extended by mutual agreement of the University and the Union shall be determined by the disability manager in consultation with the employing Department/Division Head.

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.

For the University	For the Union
Name: Vitus Leva	Name: Jose Fuentes
Date: 8/27/26	Date: 8/27/26
Signature: 	Signature: 

UCD Counter Proposal #2

Date: 9/24/26
Time: 2:45

ARTICLE 32 RECOGNITION

- 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.

UCD Counter Proposal #2

Date:

Time:

8268- Elevator Mech. Appr.

8200 – Glazier

8249 – Glazier Appr.

8154 – High Volt Electrician

8261 – High Volt Electrician Appr.

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.

- Lineworker Appr.

- Lineworker

- Lineworker Ld.

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.

UCD Counter Proposal #2

Date:

Time:

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.

8173 - Physical Plant Mech. Ld.

8201 - Food Service Mechanic

8087 Lead Food Service Mechanic

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

UCD Counter Proposal #2

Date:

Time:

8278 – CTRL HEAT COOLING PLT OPR APPR

8286 – Signmaker

8329-Ops Mech Ld

8379 – Fire & Security Lead

9445-Fire & Security System Technician

8357 -Alarm Electrn Ld

8123 – Maintenance Mechanic

8122 – Maintenance Mechanic LD

8185 – HVAC Mech.

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.

For the University	For the Union
Name: _____	Name: _____
Date: _____	Date: _____
Signature: _____	Signature: _____

UCD Proposal #1 Union Counter 1 – Side Letter #1

Date: 9/24/26

Time: 10:26 AM

SIDE LETTER – Additional Classification Review, Recognition

Within 90 days of ratification of this Agreement, the University and the Union agree to review the following job titles for implementation and use:

XXX – Lineworker Apprentice

XXX – Lineworker

XXX – Lineworker LD

8123 – Maintenance Mechanic

8122 – Maintenance Mechanic LD

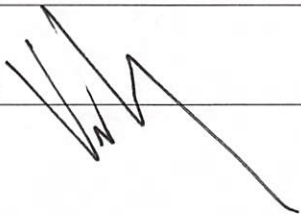
8127 – Facility Mechanic

8379- Fire and Security Lead

9445 – Fire & Security System Technician

8185 – HVAC Mech.

8218 - Facilities Worker

For the University	For the Union
Name: Vitus Lopez	Name: Jose Forti
Date: 9/28/26	Date: 9/28/26
Signature: 	Signature: 

5/12/26

3:07 PM

APPENDIX F PHYSICAL PLANT MECHANIC LEAD

Side Letter of Agreement

The University of California, Davis ("UCD") and UC Davis Skilled Crafts Unit ("K3") agree to the extension of the Physical Plant Mechanic Lead ("PPM LD"), title code 8173, position to the list of title codes within the K3 Unit. Incumbents within this classification will be expected to perform lead duties as a significant portion of their role. The PPM LD title code will be covered by all the relevant rights and provisions of the K3 contract.

The following are the wages of the PPM LD title code:

Campus/Business	8173 - PPM Lead	
	Step	Hourly Rate
DVCMP/DVMED	1	35.60
DVCMP/DVMED	2	36.33
DVCMP/DVMED	3	37.05
DVCMP/DVMED	4	37.79
DVCMP/DVMED	5	38.55
DVCMP/DVMED	6	39.32
DVCMP/DVMED	7	40.10
DVCMP/DVMED	8	40.90
DVCMP/DVMED	9	41.70
DVCMP/DVMED	10	42.55
DVCMP/DVMED	11	43.40
DVCMP/DVMED	12	44.26


Vitus Leung


Jon Fuentes

Evening Shift Diff	2.50
Non Prod Evening Shift Diff	2.50
Non Prod Night Shift Diff	3.25
Night Shift Diff	3.25
Weekend Day Shift Diff	1.75
Hazardous Materials-Pay	2.50

Time On Call	25%
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Union Counter 1

Date: 10/4/2020

Time: 7/22/20

Teamsters

9/3/26
10.45/27

ARTICLE 43 UNION RIGHTS

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 employees. 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.

1. A 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. 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. 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

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

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 Employee and Labor Relations with the names of the employees selected as stewards. Any change in the appointment of the designated stewards shall be made known to 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.

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.

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 10 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.

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. Disputes arising from this Article are not subject to the Arbitration Procedures of this Agreement.

F. 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 four (4) employees to meet and confer 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 13 Hours of Work.

2. The Union shall provide the designated University official with the names of employees requiring such release time at least forty-eight (48) 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 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.

G. Leave of Absence for Union Business

1. The University agrees to 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 fifteen (15) 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. 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.

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 their job if such failure to return exceeds five (5) consecutive scheduled work days of the anticipated return date as provided for in Article 33 Resignation and Job Abandonment.

3. Short Term Leave (1-30 Days)

- a. Upon seventy-two (72) hours advance written notice to the Campus or UC Davis Health Labor Relations Office, K3 employees, 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. The granting of such leave to K3 employees shall be subject to the operational needs of the University.
- b. Upon ten (10) calendar days' advance written notice to the Campus or UC Davis Health Labor Relations Office, K3 employees, 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 K3 employee per month. The granting of such leave shall be subject to the operational needs of the University.

4. Long Term Leave (31 Days to 3 Years)

- a. Upon at least thirty (30) 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 thirty-one (31) days and not longer than three (3) years.

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. 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. During the paid reimbursed leave, the employee shall be eligible for increases in accordance with this Agreement and campus practices.

7. 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.

8. 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.

9. The maximum duration of a paid leave with Union reimbursement is three (3) years.

10. 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.

11. Placement of the employee in their previous position shall be consistent with staffing reductions and/or layoffs which may have occurred during the period of leave of absence.

H. 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.

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."

I. 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.

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 in sheet will be provided to the Union within ten (10) business days after the new employee orientation session.
2. At the University's new employee orientation, if any, packets of information supplied by Teamsters Local 2010 shall be made available.
3. Teamsters Local 2010 shall be permitted to meet with the new Unit employees for a maximum of thirty (30) minutes on paid time according to UC Davis Campus or UC Davis Health System timetables and practices at the new employee orientation session for the purpose of sharing information with new unit employees. The content of the University's presentations and any University materials issued by the University will be determined solely by the University. New employee orientations will be mandatory.

In the event employees who are new to the Skilled Trades bargaining unit do not attend the new employee orientation, the new Unit employees shall be permitted to meet privately with the Teamsters 2010 representative for 30 minutes of paid time at their

worksite for the purpose of sharing information. Such meeting shall occur within seven (7) University business days of the Union's request.

4. The Union's presentation shall be included on the agenda to the UC Davis Campus and UC Davis Health Systems' new employee orientation. At its sole discretion, the University may make any changes to the agenda, including but not limited to scheduling of all the presentations.

5. In addition to a Union representative, one (1) Union steward may be present at the meeting between the Union and the new unit employees on paid time if the meeting is on regularly scheduled work time. A request for release time described in this section must be made to the appropriate Campus or Health System Labor Relations Office at least one (1) business day in advance of the new employee orientation session, except that a shorter notice may be provided in the event of an emergency or "forces of nature" situation.

6. Deadlines which fall on a University non-business day will automatically be extended to the next University business day.

UCD Proposal #1 – Article 44 – University Benefits

Date: 9/3/20 sent via email

Time: 3:45pm

ARTICLE 44 UNIVERSITY BENEFITS

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 44, 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.~~
4. The University may, at its option, alter its health and welfare programs, including the retiree health benefit program. Such alterations include, but are not limited to altering eligibility criteria, establishing new coverage, altering or deleting current coverage, adjusting pay bands,

altering rates of contribution, changing the carrier for established plans or programs, or changing the administrator of such plans. In the event the University makes such alterations, the changes will apply to employees eligible for benefits within the unit in the same manner as they apply to other eligible staff employees at the University.

- a. The sole exception to Section C.4. is any alterations proposed by the University which affect only bargaining unit employees.
5. Baseline rates: Beginning in the calendar year 2027, the initial baseline will be the 2026 employee rates provided across the workforce. Every year thereafter, published health care premium rate increases will be applied to the previous year's baseline and will service as the baseline rate for that year. The baseline rate calculation does not take into account health care subsidies.
6. Beginning in calendar year 2027 and using the 2026 employee rates provided across the workforce as the initial baseline, the University will impose a five percent (5%) annual cap on the UC Blue and Gold HMO (Health Net) and a seven and a half percent (7.5%) annual cap on the Kaiser HMO (Kaiser Permanente) employee premium increases to published premium rates through the life of the contract.
7. Subsidies: Starting on January 1, 2027, and through the life of the contract, employees enrolled in Kaiser and Blue & Gold health care plans will receive the monthly subsidies listed in below table which will reduce the employee premiums. If after the above premium reduction applied, the resulting amount of the employee contribution is below \$0.00, the employee will not owe any contribution for the month but will also not receive any surplus compensation nor any rollover credit to offset any future month's contribution.

	<u>Pay Band 1</u>			
	<u>U</u>	<u>UC</u>	<u>UA</u>	<u>UAC</u>
<u>Stipend B&G</u>	<u>\$26</u>	<u>\$48</u>	<u>\$128</u>	<u>\$156</u>
<u>Stipend Kaiser</u>	<u>\$20</u>	<u>\$37</u>	<u>\$114</u>	<u>\$156</u>

	<u>Pay Band 2</u>			
	<u>U</u>	<u>UC</u>	<u>UA</u>	<u>UAC</u>
	<u>\$15</u>	<u>\$35</u>	<u>\$119</u>	<u>\$146</u>
	<u>\$12</u>	<u>\$27</u>	<u>\$128</u>	<u>\$178</u>

	<u>Pay Band 3</u>			
	<u>U</u>	<u>UC</u>	<u>UA</u>	<u>UAC</u>
<u>Stipend B&G</u>	<u>\$9</u>	<u>\$37</u>	<u>\$119</u>	<u>\$182</u>
<u>Stipend Kaiser</u>	<u>\$7</u>	<u>\$28</u>	<u>\$92</u>	<u>\$140</u>

	<u>Pay Band 4</u>			
	<u>U</u>	<u>UC</u>	<u>UA</u>	<u>UAC</u>
	<u>\$19</u>	<u>\$58</u>	<u>\$154</u>	<u>\$244</u>
	<u>\$14</u>	<u>\$45</u>	<u>\$119</u>	<u>\$188</u>

8. The percentage increase caps described in C.5 and the subsidies described in C.6 may lead to lower employer premium rates than what is described in Appendix XXX, but in no case shall employee premium rates for Kaiser and Blue & Gold in Pay Bands One and Two exceed the rates in Appendix XXXX.

9. In each calendar year when gross rates increase, the University may increase the monthly employee contribution rates to the amounts listed above without meeting and conferring.

10. 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), or 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~~ HealthSavings+ 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~~ Health Net. Behavioral health and substance abuse coverage is provided by ~~Anthem Blue Cross Blue Shield of California~~ for employees enrolled in ~~CORE~~, UC Care, and ~~UC Health Savings+ Plan~~.

11. 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.

7. Identity Theft Protection Plan - A comprehensive identity protection program through Experian, paid for by UC, and covers UC employees and their dependent children up to age 18.

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.

For the University

For the Union

Name: _____

Name: _____

Date: _____

Date: _____

Signature: _____

Signature: _____

UCD Proposal #1 – Appendix H - University Benefits Not to Exceed Rates

Date: 9/24

Time: 10:25am

Appendix H - University Benefits Not to Exceed Rates

2027

*Blue &
Gold
Kaiser*

Pay Band 1			
U	UC	UA	UAC
\$123	\$201	\$326	\$369
\$90	\$122	\$163	\$186

Pay Band 2			
U	UC	UA	UAC
\$181	\$306	\$413	\$487
\$142	\$216	\$250	\$304

2028

*Blue &
Gold
Kaiser*

Pay Band 1			
U	UC	UA	UAC
\$148	\$226	\$351	\$394
\$115	\$147	\$188	\$211

Pay Band 2			
U	UC	UA	UAC
\$206	\$331	\$438	\$512
\$167	\$241	\$275	\$329

2029

*Blue &
Gold
Kaiser*

Pay Band 1			
U	UC	UA	UAC
\$173	\$251	\$376	\$419
\$140	\$172	\$213	\$236

Pay Band 2			
U	UC	UA	UAC
\$231	\$356	\$463	\$537
\$192	\$266	\$300	\$354

2030

*Blue &
Gold
Kaiser*

Pay Band 1			
U	UC	UA	UAC
\$198	\$276	\$401	\$444
\$165	\$197	\$238	\$261

Pay Band 2			
U	UC	UA	UAC
\$256	\$381	\$488	\$562
\$217	\$291	\$325	\$379

2031

**Blue &
Gold
Kaiser**

Pay Band 1			
U	UC	UA	UAC
\$223	\$301	\$426	\$469
\$190	\$222	\$263	\$286

Pay Band 2			
U	UC	UA	UAC
\$281	\$406	\$513	\$587
\$242	\$316	\$350	\$404

For the University	For the Union
Name:	Name:
Date:	Date:
Signature:	Signature:

UGD Counter-Union Counter Proposal #6.5 – Article 46

Date: 9/30/25

Time: 3:06

ARTICLE 46 WAGES AND AWARDS

- A. Salary rates for employees covered by this agreement are listed in Appendix D.
- 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.
 - 2. Order of Increases - If more than one wage adjustment takes place on the same date, actions occur in the following order:
 - a. Across the board pay range adjustment
 - b. Individual step increase
 - c. Individual equity increase
 - d. Increase resulting from promotion or reclassification
 - e. Increase to the minimum of the pay range
 - 3. 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 2027-2028

- 1. Effective July 1, 2027, the University shall provide a 2 step increase (4%) to all employees not employed at top-step at that time.
 - a. Non-probationary employees whose pay exceeds the pay range maximum after the range adjustment is applied are not eligible for a base- building wage increase but shall be eligible for a non-base building retirement eligible lump sum payment equal to the value of the range adjustment.
 - b. Non- probationary career employees who are no longer eligible for a step increase shall receive a retirement eligible non-base building lump sum equal to the value of the step increase above.
- 2. Effective July 1, 2027, Step 1 and Step 2 of each classification shall be eliminated and the steps shall be renumbered.
- 3. Effective July 1, 2027, the University shall provide a 3% base-building increase to all bargaining unit employees.

Fiscal Year 2023-2024 2028-2029

- 1. Effective July 1, 2028, the University shall provide 2 step increase (4%) to all employees not employed at top-step at that time.
 - a. Non-probationary employees whose pay exceeds the pay range maximum after the range adjustment is applied are not eligible for a base- building wage increase but shall

be eligible for a non-base building retirement eligible lump sum payment equal to the value of the range adjustment.

- b. Non- probationary career employees who are no longer eligible for a step increase shall receive a retirement eligible non-base building lump sum equal to the value of the step increase above.
2. Effective July 1, 2028, Step 1 and Step 2 of each classification shall be eliminated, the steps of the classification shall be renumbered as a result.
3. Effective July 1, 2028, the University shall provide a **12%** base building increase to all bargaining unit employees.

Fiscal Year 2024-2025-2029-2030

1. Effective July 1, 2029, the University shall provide 2 step increase (4%) to all employees not employed at top-step at that time.
 - a. Non-probationary employees whose pay exceeds the pay range maximum after the range adjustment is applied are not eligible for a base- building wage increase but shall be eligible for a non-base building retirement eligible lump sum payment equal to the value of the range adjustment.
 - b. Non- probationary career employees who are no longer eligible for a step increase shall receive a retirement eligible non-base building lump sum equal to the value of the step increase above.
2. Effective July 1, 2029, Step 1 and Step 2 of each classification shall be eliminated, the steps of the classification shall be renumbered as a result.
- 2.3. Effective July 1 2029 the University shall provide a **2%** percent base building increase to all bargaining unit employees.

Fiscal Year 2025-2026-2030-2031

1. Effective July 1, 2030, the University shall provide a one step increase (2%) to all employees not employed at top-step at that time.
 - a. **Non-probationary employees whose pay exceeds the pay range maximum after the range adjustment is applied are not eligible for a base- building wage increase but shall be eligible for a non-base building retirement eligible lump sum payment equal to the value of the range adjustment.**
 - b. Non- probationary career employees who are no longer eligible for a step increase shall receive a retirement eligible non-base building lump sum equal to the value of the step increase above.
2. Effective July 1, 2030, Step 1 of each classification shall be eliminated, the steps of the classification shall be renumbered as a result.
3. Effective July 1, 2030, the University shall provide a **2 3%** base building increase to all bargaining unit employees.

Fiscal Year 2026-2027-2031-2032

1. Effective July 1, 2031, the University shall provide a **45%** 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

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.

F. Equity Adjustments

1. 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:

- a. Internal salary equity between employees in the same job title or with comparable job responsibilities at their department/unit,
- b. Internal salary equity between new hires and current employees in the same job title at their department and or unit.
- c. 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.

- G. 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.

- H. 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.

- I. Apprentice pay rates are determined pursuant to the pay schedule in Article 1 Apprenticeship Program.

For the University	For the Union
Name:	Name:
Date:	Date:
Signature:	Signature:

Union Proposal 1

Date:

Time

[Handwritten signatures]

8/13/26
to K-3
2:09 PM

ARTICLE 48 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 not considered ~~not~~ on regular pay status, ~~and their for~~ the purpose of the probationary period 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. 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 31, Reasonable Accommodation and applicable law, the University shall engage in an interactive process to determine what if any reasonable accommodation will be made. Such assignments will be identified in a good faith effort through the interactive process involving the injured employee and the university.

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.

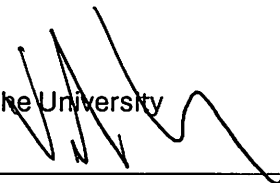
UC Davis – Teamsters 2010 Joint Proposal

Date: 5/12/26

Time: 3:02 PM

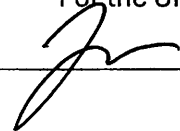
The parties agree to delete Appendix B - PAID TIME OFF BANK HEALTH EMPLOYEES CONVERSION Side Letter.

For the University



VITUS LEUNG

For the Union



JOSE FUENTES

UCD Proposal #1 -- NEW APPENDIX G -- Meal Period Wavier and Deferral Forms

Date: 9/3/25

Time: 11:15 am

**UC HEALTH
MEAL PERIOD WAIVER AND DEFERRAL FORMS**

Employee Name:

Employee ID:

Employee Department:

UCNet ID:

I hereby certify that I am an employee of University of California, UC Davis Health ("University") and provide direct care or support direct patient care in a general acute care hospital, patient care clinic, or public health setting.

I understand that, when I work shifts over five (5) hours and no more than ten (10) hours, I am entitled to one unpaid thirty (30) meal period. I understand that, when I work shifts over ten (10) hours, I am entitled to two unpaid meal periods. I further understand that if my shift is longer than fifteen (15) hours, I am entitled to an additional unpaid thirty (30) minute meal period.

**VOLUNTARY MEAL PERIOD WAIVER FOR SHIFTS OF IN EXCESS OF FIVE (5) AND
NOT MORE THAN SIX (6) HOURS**

☐ By checking this box and signing below, I certify that I voluntarily elect to waive my unpaid meal period for each shift that I work of over five (5) hours but not more than six (6) hours. I understand that waiving a meal period is not a condition of employment. I understand although I will be paid for all time worked, I will not be paid for the waived meal period time (30 minutes) and the waived meal period will not qualify as a missed meal period for which I am entitled to a penalty under California law. This waiver will remain in effect until I, or the University, exercise the option to revoke it. I understand that I may revoke this waiver at any time by providing at least one (1) day's advance notice in writing of the decision to do so.

**ACKNOWLEDGMENT OF VOLUNTARY DEFERRAL OF MEAL PERIOD FOR SHIFTS
OF NO LESS THAN EIGHT (8) AND NOT MORE THAN TEN (10) HOURS**

☐ By checking this box and signing below, I certify that I voluntarily elect for my unpaid meal period to begin after the fifth hour of my shift, when I work shifts of no less than eight (8) hours and no more than ten (10) hours. I specifically request and intend that this meal period deferral apply to all shifts that I work of no less than (8) hours and no more than ten (10) hours. I understand that I will be paid for all time worked, but I will not receive any additional pay due to the deferred meal break, nor will my deferred meal period qualify as a missed meal period for which I am entitled to a penalty under California law. I further understand that, at any time, I may revoke this Acknowledgment of Voluntary Deferral of Meal Period for Shifts of No Less

and that the University has provided me with the option to take a meal period that begins before the end of the fifth hour of my shift. This Deferral will remain in effect until I exercise the option to revoke it.

VOUNTARY MEAL PERIOD WAIVER FOR SHIFTS IN EXCESS OF TEN (10) HOURS

☐ I hereby certify that I voluntarily elect to waive one of the two unpaid thirty (30) minute meal periods I would otherwise be entitled to receive under California law for each shift that I work in excess of ten (10) hours. I understand that as a result of this waiver, I will receive only one meal period, scheduled to occur before the end of the eighth (8th) hour of work during each day of work, and I will be paid for all time worked. I understand if I have waived one meal period, I will be paid for all time worked, but so long as my remaining meal period is scheduled and available before the end of the eighth (8th) hour of my shift, I will not be paid for the thirty (30) minutes of waived meal period time nor will I be entitled to a missed meal period penalty under California law. By checking this box and signing below, I confirm that I agree to waive one of the two meal periods I would otherwise be entitled to receive when I work a shift in excess of ten (10) hours. This waiver will remain in effect until I, or the University, exercise the option to revoke it. I understand that I may revoke this waiver at any time by providing at least one (1) day's advance notice in writing of the decision to do so.

I ACKNOWLEDGE THAT I HAVE READ THIS DOCUMENT IN ITS ENTIRETY, UNDERSTAND IT, AND VOLUNTARILY AGREE TO THE WAIVER(S) AND/OR DEFERRAL FORM THAT I HAVE CHECKMARKED.

To revoke a meal period waiver or meal period deferral, I must submit a request in writing and send it to my supervisor/manager at least one (1) day in advance of the date I would like the revocation to take effect.

Employees who have the option of electing to waive a meal period but do not do so will have their shift length extended by thirty (30) minutes to accommodate the meal period.

I understand that waiving or deferring a meal period is not a condition of employment.

Signature of Employee: _____ Date: _____

Signature of UC Representative: _____ Date: _____

Print Name of UC Representative: _____ Department: _____

For the University

Name: Vitus Long

Date: 9/28/26

Signature: [Signature]

For the Union

Name: Jose Fuentes

Date: 9/28/26

Signature: [Signature]

Than Eight (8) and Not More Than Ten (10) Hours ("Deferral") by providing at least one day's advance notice in writing of the decision to do so to my supervisor/manager. I understand that deferring my meal period is not a condition of employment

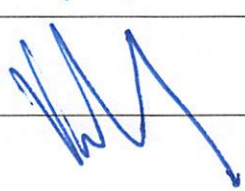
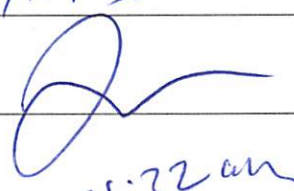
UCD Counter #1: NEW Article - Seniority

Date: 8/13/26

Time: 10:37am

ARTICLE XX - SENIORITY

- A. Definition of Seniority for Layoff and Reduction in Time
1. For the purposes of Article 16 - Layoff and Reduction in Time, 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.
- B. Definition of Seniority for Hours of Work, Overtime, and Vacation
1. A "shop" is the specific team or specialty that an employee is assigned to.
 2. For purposes of Article 13 - Hours of Work and Article 45 - Vacation, seniority shall be defined as time in a shop.
 3. For the purposes of Article 22 - Overtime, seniority shall be defined as the employee's time in the classification in a shop or work location.
- C. Definition of Seniority for Promotions and Transfers
1. For purposes of Article 30 - Promotions and Transfers, seniority is defined as bargaining unit seniority for promotions and departmental seniority in the bargaining unit for reassignment and transfer within department.
- D. Tie Breakers
1. When bargaining unit employees in the crew or shop have the same date of hire, seniority ties shall be determined by UCRP service credit.

For the University	For the Union
Name: Vitus Leroy	Name: Jose Fuentes
Date: 8/13/26	Date: 8/13/26
Signature: 	Signature: 

11:32am

7/10/26

10:14 AM

T/A

UCD Counter Proposal #1: NEW Article – Workforce Technology

Date:

Time:

ARTICLE XX - WORKFORCE TECHNOLOGY

Joint Labor Management Committee – Workforce Technology

The use of technology may assist in the performance of duties but shall not be substituted a substitute for an employee's exercise of professional judgment in the execution of their job duties.

There shall be a joint Union/Management systemwide committee to discuss issues related to technology in the workforce. The committee shall meet up to four (4) times per year. The purpose of the committee shall be to discuss topics related to technology in the workforce, including the emergence of new technology, training, support, and other areas of interest. The meetings shall be convened according to the provisions of Article 15 – Labor-Management Relations.

~~1. When the University plans to implement new technology for which HEERA would require notice or makes a change with regard to technology that falls within the scope of representation. The University shall provide thirty (30) day calendar notice to the Union prior to implementing new technology. Upon request by the Union after such notice, the parties shall meet and confer over the impacts of these technologies on terms and conditions of employees.~~

~~a. When such a request is made, the University will meet with the Union within fifteen (15) calendar days when practicable.~~

For the University

For the Union

Name: Vitus Leroy

Name: Jose Fuente

Date: 7/10/26

Date: 7/10/26

Signature: [Signature]

Signature: [Signature]