This Tentative Agreement is subject to approval by the President of the University. If approved by the President of the University, UPTE agrees to present this package to its membership for a ratification vote with its recommendation. If the President does not approve, the parties are free to return to their prior positions at the bargaining table.

Article 1 – Access

Eliminate contract printing (same as HX)

Article 4 – University Benefits:

B. Retirement:
1. Maintain retirement benefits and costs for the 2013 Modified Tier Program.

Article 6 – Compensation Wages:

Across the board increases and step increases

- 3% ATB at Ratification
- 3% ATB January 2020
- 3% ATB July 2020

3.5% ATB July 2021

January 2022 – University shall provide a one-step within range increase to non-probationary career employees who receive a rating of satisfactory or better on their most recent performance evaluation.

3% ATB July 2022

3.5% ATB July 2023

January 2024 - University shall provide a one-step within range increase to non-probationary career employees who receive a rating of satisfactory or better on their most recent performance evaluation.
3% ATB July 2024

* UPTE understands that the step increases are only being provided for January 2022 and January 2023 and therefore are inapplicable in the status quo period.

* Unless otherwise noted BTSAs at UCSB and UCI are excluded from receiving the 3% ATB provided during ratification.

BTSAs at UCB who received an equity increase of at least 3% between July 1, 2018 and June 30, 2019 are excluded receiving the 3% ATB provided during ratification.

* Labor management work group to begin work no later than Sept 15, 2019 the purpose of which is to examine step structures including performance based step program.

* LBNL and UPTE have locally negotiated a separate agreement regarding Compensation covering fiscal years 2018, 2019, 2020, and 2021. The above referenced system-wide language and compensation increases, no matter how categorized, shall not be applicable to bargaining unit members at LBNL. Per the LBNL specific language in Article 6, Section 5, for any subsequent fiscal years covered by the systemwide RX and TX agreements, individual increases for LBNL employees will be subject to the reopener negotiations at the local level.

The LBNL specific language for Article 6 will be incorporated into the new UC/UPTE RX and TX collective agreements prior to ratification.

Article 9 – Duration


Article 10 – Grievance:

1. Facsimile filing by mutual agreement on a location by location basis.

2. Subject to limits set forth in Article 25, Section C of this contract, grievances alleging Sexual Violence or Sexual Harassment cannot be moved to the arbitration level until sixty days (60) after the finalization of the Title IX report.

3. If a Title IX investigation is deemed appropriate in response to a Sexual Violence or Sexual Harassment complaint, the total report, or portions thereof, shall be allowed to be entered into evidence during the arbitration.

Article 13 - Hours of Work:

1. Overtime after eight or more hours actually worked per scheduled shift. Overtime does not commence for shifts which are regularly scheduled for eight (8) hours or more until the end of the regularly scheduled shift.
2. Double time for unit members who actually work more than twelve (12) hours during a shift.

3. The parties agree to meet and confer within thirty (30) days of ratification of the agreement over the application of this article to the Scene Tech series.

LBNL and UPTE have negotiated Lab-specific language for Article 13 - Hours of work. Overtime is currently paid to bargaining unit members for time worked in excess of eight (8) hours per day or forty (40) hours per week. In addition, LBNL and UPTE have locally negotiated separate Hours of Work language for UPTE TX. The LBNL specific language for Article 13 (TX) will be incorporated into the new UC/UPTE TX collective agreement prior to ratification.

Article 17 – Leave for Union Business

1. The University will bill UPTE for union business leave within six (6) months of usage of the leave.

2. This provision does not apply to any union business leave utilized prior to the ratification of the contract.

Article 27 – Parking:

1. Same parking rates as provided for other University staff at the employee’s location subject to the caps provided to UPTE.

Article 28 – Payroll Deduction:

1. Agree to meet and confer over post Janus language within sixty (60) days of ratification.

Article 31 Position/Appointment

1. Proposed language:

Employees in limited appointments are at will, except that the University will not terminate limited appointment employees for the purpose of denying them career status. The termination of a limited appointment because the position lacks funding or for other work-related reasons, does not constitute a termination designed to deny a limited appointment career status.

The University shall eliminate the “Side Letter, UCSB, UCSD and UCD Meet and Discuss,” which is page 212 of the collective bargaining agreement effective from December 20, 2013 until September 20, 2017.

Miscellaneous:

* Meet and confer on UCSD Sea Pay Policy within three (3) months of ratification.
All ULPs related to negotiations, including local demands to bargain, any strike during negotiations or the contract shall be dismissed with prejudice upon ratification except as listed below. All RFIs related to negotiations, including local demands to bargain, any strike during negotiations and/or the contract shall be considered withdrawn upon ratification. Grievances related to negotiations, including local demands to bargain, or any strike during negotiations shall be withdrawn. All cease and desist requests related to negotiations, including local demands to bargain, the contract and any strike during negotiations will be considered withdrawn.

a. Each party will provide a list of proposed ULPs to be dismissed with prejudice, or ones they wish to retain the right to move forward.

E. Kevin Young  
Chief Negotiator  
University of California

Jamie McDole  
Chief Negotiator  
UPTE