

Summary of PCT TA'd Contract Changes 10-19-08

<u>Article</u>	<u>Old Contract</u>	<u>New Contract</u>
1. Access	New Employee Orientation: Access to meet with new employees allowed after orientation session and will be announced; employees may attend meeting during lunch or break times	At least 15 minutes at orientation guaranteed to union representatives during lunch or rest breaks to discuss the union and our contract.
	Bulletin Boards and University Facilities: Could revoke access in some circumstances. Limits which bulletin boards could be used for union posting and the content of the materials to be posted.	Cannot revoke access to bulletin boards or university facilities. Expands access to which bulletin boards can be used for union postings and the content of the materials
	Union Designated Employee Representatives: Limited the number of at each campus or medical center between 4 and 7 for receiving paid release time	Deletes language that limits number of union designated employee representatives eligible for paid release time
2. Agreement		Updated the effective date of agreement (depending on ratification vote)
4. Benefits	University Health and Welfare Benefits: UC could increase employee premiums any amount or eliminate a plan, without negotiating.	If UC wants to increase employee costs more than 12% over 2 years (2009-10 or 2011-12) or eliminate either of the two most popular plans, then they must negotiate and we have the right to strike under HEERA.
	University Retirement and Savings Plans: UC can force employee contributions to the retirement plan without negotiating	If UC wants to reduce retirement benefits to require employee contributions into UCRP, they must negotiate and we have the right to strike under HEERA.
6. Development	Educational Leave: 24 hours per contract year.	UC must make reasonable efforts to accommodate requests for Educational Leave. Educational Leave hours increase to 32 hours/contract year 10/1/08 and 40 hours/contract year 10/1/09
8. Duration		Updates current duration of agreement from date ratified through 9/30/12, and full contract negotiation deadlines that begin one month earlier than the previous contract.
	None	Outlines re-opener negotiations procedures for healthcare and pension if triggered, including an agreed to timeline.
12. Hours of Work	None	Alternate Scheduling: Adds language regarding options for Monday through Friday employees.

Article	Old Contract	New Contract
12. Hours of Work (Continued)	None	Scheduling: When filling a shift vacancy, department seniority will be considered amongst equally qualified employees and who have submitted a written request of shift preference. Disputes are grievable and arbitrable.
	Missed Break Time: Allowed UC to occasionally require employees to work through their break with no intention of offering an alternate break time.	If an employee informs his/her supervisor that he/she is unable to take a break, every effort will be made to offer the employee an alternate break opportunity.
	Overtime Scheduling: The University was not required to use seniority for assigning overtime and assign based on rotation.	UC must use seniority for scheduling overtime. If employees want to work overtime, it shall be assigned to the most senior volunteer. If there are no volunteers or per diem workers who wish to work the overtime shifts, then overtime shall be assigned by order of inverse seniority.
	Overtime Pay: If an employee was on paid leave time (i.e. sick leave, vacation, holiday or comp time), they would not receive overtime pay until after they completed 40 hours of <i>actual work</i> in a one week or 80 hours of actual work in two weeks.	10/1/2010: All employees will be eligible for 1 ½ time pay for any hours worked over 80 hours in two weeks or after any hours worked after an 8 or 10 hour shift. If an employees works in excess of 12 hours in one workday will receive double time pay for all hours worked. Locations currently with better agreements shall remain in effect.
	On-call Call Back Pay: No minimum call back pay.	Minimum 2 hour call back pay. Locations currently with better agreements shall remain in effect.
		On-call Rates: Locally negotiate at each medical center starting between 90-120 days and we have the right to strike under HEERA.
13. Layoff and Reduction in Time	Layoffs: UC could make an exception to layoff selection order that was non-grievable.	UC must provide us with a current list of all layoff units within 60 days and layoff selection order is grievable.
14. Leaves of Absence		Family Care and Medical Leave: Strengthen access to family care and medical leave for employees who are on granted Military Leave.
	Military Leave: Allows for temporary military leave for active-duty training only.	Expands rights for temporary military leaves to include inactive duty trainings.

Article	Old Contract	New Contract
15. Leave of Absence for Union Business	Union Leave: Union leaves cannot exceed 3 years.	Union leaves of more than 3 years may be granted for statewide union officers. One-day leave requests must be submitted 10 calendar days in advance to both the employee's supervisor and local Labor Relations.
21. Non-discrimination in Employment	None	Establishes process that allows union representation for work status (immigration) matters. Protects employees who wish to legally update name and social security number from retaliation. Reinforces no improper contact about work status shall be made by the University to the Social Security Administration. Ensures option to meet with the University should any changes in laws or regulations occur.
24. Parking	Parking Rates: AFSCME represented employees must receive the lowest rates being charged to represented employees but UC could increase rates any amount desired with no restrictions.	Parking rate increases are capped by a maximum rate or percent increase each fiscal year, depending on location.
32. Released Time for Negotiations	PCT Bargaining Team: A total of 5 members from the PCT unit will receive paid release time for negotiations.	Strengthens our PCT Bargaining Team by increasing the team from 5 to 10 for paid release time for negotiations.
33. Resignation	Job Abandonment: If an employee does not show up to work without contacting the University regarding their absence, the University has the non-grievable right discipline. If an employee no-shows for 5 consecutive days, the University may terminate or treat it as though the employee has resigned.	The University must contact the employee with written notification of its intent to separate him/her from employment with 14 days for the employee to respond. The employee has the right to respond and grieve the final decision of the University.
36. Sick Leave	Attendance: UC can set up attendance policies that include discipline for using sick leave.	No employees can be disciplined for reasonable use of sick leave.
38. Transfer/Promotion	Transfers and Promotions: Seniority could be considered as a tie breaker between two equally qualified applicants but if the decision was not grievable.	If two applicants are equally qualified for an open position, department seniority will be the tie breaker. Disputes are grievable and arbitrable.
41. Vacation		Curtailed: Vacation may be used in advance of actual vacation time accrued up to 3 days during curtailment periods.

Article	Old Contract	New Contract
42. Wages	Open Range System: that did not guarantee employees would ever reach the maximum rate and did not give credit for experience or years of service.	Step System: 2% Automatic Annual Steps each year on July 1 st (2009, 2010, 2011 & 2012) until employee reaches the maximum rate. Initial Step Placement: up to 10%, within 120 days that is based on new ranges and employee experience. Retro pay to 9/1/08. Additional credit from initial step placement for UC experience by 9/1/09, if needed. **Initial Step Placement grievable within 30 days if incorrect**
	ATBs: Adjusted individual rates, and sometimes ranges. 2% 1/1/04; 4% 9/1/05; 4% 9/1/06.	ATB Increases: Adjusts individual rates and ranges. Minimum increases: 4% within 120 days of vote (plus retro lump sum payment to 10/19/07); 2.5% 1/1/09; 2.5% 7/1/09; 3% 1/1/10; 3% 1/1/11; 3% 1/1/12.
	None	Equity Increase: Additional money available for increases. Right to meet and discuss distribution with the University in December. 1% 1/1/2011; 1% 1/1/2012
	New Hires Pay Equity: New hires can be brought in up to 5% higher than existing employees.	Immediately, new hires cannot be brought in more than 2% higher than equally qualified current employees. By 2011, new employees cannot be brought in at a higher rate than equally qualified current employees.
	None	Minimum Wage: Range and individual minimums of \$14.50/ hr by 9/30/12 and all employees currently in PCT unit at time of ratification have minimum individual rate of \$15/hr.



AFSCME 3299: Taking Back UC for Patients, Students and Our Families!
888-856-3299 • www.afscme3299.org