

Summary of SX TA'd Contract Changes 1-28-09

<u>Article</u>	<u>Old Contract</u>	<u>New Contract</u>
1. Access	Union Leave: 7 calendar days notice required for one-day leave.	One-day leave requests must be submitted 10 calendar days in advance to both the employee's supervisor and local Labor Relations. If proper notice is given, leave shall not be unreasonably denied.
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	No reduction in take-home pay, instead when University contributions to UCRP resume Service workers will re-direct 2% contribution from DCP to the UCRP. Service workers' future contributions to UCRP will be the same that PCT negotiates.
6. Development	Educational Leave: 24 hours per contract year.	Educational Leave hours increase to 40 hours/contract year. UC must make reasonable efforts to accommodate requests for Educational Leave.
8. Duration		Updates current duration of agreement from date ratified through 1/31/2013, and full contract negotiation deadlines that begin one month earlier than the previous contract.
		Outlines re-opener negotiations procedures, if triggered, for wages in the fourth and fifth year of the contract, and health benefits. Refers to our right to strike if we cannot reach agreement on these issues.
12. Hours of Work	If possible, UC shall provide 15 calendar days notice to employees about a long-term change in their shift.	Notice to Change Fixed Schedules: Specific requirements of notice UC must give for changes to an employee's fixed work schedule: 5 work days notice for a change of less than 4 work weeks; 20 work days for a change of at least 4 weeks. Employees without a fixed schedule will be made aware of their schedule in advance.
	Overtime Scheduling: The University was not required to consider volunteers first to assign overtime or an employee's special circumstances when assigning overtime work.	UC should develop and use a volunteer list for overtime, offering by rotation based on greatest seniority. If the volunteer list is exhausted, then overtime will be assigned by rotation based on inverse seniority. When assignment is done by inverse seniority, the University will consider any special circumstances (i.e. documented medical conditions, childcare problems, or other extrodinarily compelling circumstances).
	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.	10/1/2012: All employees will be eligible for 1 ½ time pay for any hours of actual work 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.

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21. Non-discrimination in Employment	None	Establishes a 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.
30. Reasonable Accommodation	By itself, the University made the decision on if they would accommodate employees who have a disability and how they may accommodate them.	Outlines an interactive process between an employee and the University to work together to find reasonable accommodations for disabilities. Allows employees who become disabled to be selected for non-publicized positions.
37. Transfer/Promotion	Transfers and Promotions: Seniority could be considered as a tie breaker between two equally qualified applicants but the decision was not grievable.	Internal applicants are preferred over external applicants for filling vacant positions when they are substantially equally qualified for the position. If two internal applicants are equally qualified for an open position, seniority will be the tie breaker. Disputes are grievable and arbitrable.
41. 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.	Seniority Based Step System: 2% Automatic Annual Steps on July 1 st (starting in 2011 and continuing in 2012 & 2013) until employee reaches the maximum rate. Initial Step Placement 10/1/09: Based on an employee's seniority in their current job title as of 9/30/09. For every 2 years experience in current classification an employee will receive 1 step credit, up to the maximum of the range. An odd number of service years will be rounded up. Additional Step: Based on initial step placement, career workers who are not at the appropriate step will receive an additional step July 1 st of 2011, 2012 & 2013 until they catch up to the appropriate step. The "appropriate step" is equal to years of seniority in current job title as of 9/30/09.
	ATBs: Adjusted individual rates, and sometimes ranges. 3% 10/1/05; 3% 10/1/06; 4% 9/1/07 dependent on state funding. 1% 7/1/06 & 0.5% 10/1/07 guaranteed.	ATB Increases: Adjusts individual rates and ranges. 3% within 90 days of vote (plus retro lump sum payment to 10/1/08); 1% 7/1/09; 3% 10/1/09; and 3% 10/1/10 guaranteed. 3% 10/1/11 and 3% 10/1/12 dependent on state funding but we have the right to strike if the University does not pay.
	Minimum Wage: \$9 /hour 10/1/05	Minimum Wage: Range and individual minimums of \$14/ hour by 10/1/12. Increases to \$12/hour on 7/1/09 and \$12.50/hour 10/1/09. Then \$0.50/hour annual increases for the remaining years.
	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 2/1/12, new employees cannot be brought in at a higher rate than equally qualified current employees.

