Effective December 20, 2013

**UC/UPTE RX AND TX COLLECTIVE BARGAINING AGREEMENTS**
Article 1 – Access

- Meeting Rooms and Bulletin Boards

  - Prior Obligation: “Any materials posted must be dated and initial by the union representative responsible for the posting and a copy of all materials posted must be provided to the appropriate University representative at the location at the time of posting”.

  - New Obligation: The blue text above has been deleted and the union is no longer required to provide copies of materials posted.
Preparation, Printing, and Distribution of the Agreement

- Prior Obligation: “Each location shall distribute the agreement to members of the unit within ninety (90) calendar days”.

- New Obligation: “Each location shall make the agreements available for members of the unit, according to locally established procedures, within ninety (90) calendar days”. 
Article 2: Agreement

- Contract is effective on December 20, 2013
Article 3: Arbitration

- Made previous pilot program on emailed appeals to arbitration official.

- Cleaned up / Refined language.

- New Panel of arbitrators.
Article 4: University Benefits

- **Health and Welfare**
  - 2014 Health and Welfare Plans and Rates;
  - 2016 Health and Welfare Plans and Rates, except Kaiser and HN Blue & Gold increases at ≤ $25/mo over 2015 rates;
Article 4: University Benefits (cont’d)

- Deleted previous reference to MCB calculation, which included stipends paid on January 1.

- Updated language regarding Leave of Absence Without Pay (Section B.3) to reflect legal obligations.
Article 4: University Benefits (cont’d)

- **Pension Tier**
  - **All Employee hired prior to July 1, 2013:** 1976 Pension Tier benefits
  - **All employees hired on or after July 1, 2013:** New Tier with the following characteristics: age factors consistent with 1976-Tier; lump sum cash out available consistent with 1976-Tier rule; and all other characteristics consistent with 2013-Tier, *e.g.*, no inactive cola, no subsidized survivor benefit.

- **Pension Contributions**
  - **1976 Tier Members:** 6.5% Contribution Rate + Recoupment until June 2014 (total 8.6%).
  - **2013 Tier Members:** 7% Contribution Rate until June 2014.
  - **1976 Tier + 2013 Tier Member:** 9% Contribution Rate beginning payroll period that includes July 1, 2014.
Article 4: University Benefits (cont’d)

Retiree Health

- Grandfathering for all employees hired on or prior to the date of ratification of the new agreement. Waivers for all employees hired after the date of ratification.
Article 6: Compensation

We did away with Appendix A!
### Article 6: Compensation (cont’d)

Fiscal Year 2013-14

<table>
<thead>
<tr>
<th></th>
<th>First Pay Period following 12/20</th>
<th>No later than the pay period following 2/18</th>
<th>No later than the pay period following April 19</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>MONEY to EMPLOYEE</strong></td>
<td>$5/hr minimum on-call (TX only)</td>
<td>4% ATB</td>
<td>4% Lump Sum based on earnings in full pay periods between Dec 20 and implementation of 4% ATB</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>$100 Lump Sum</td>
</tr>
</tbody>
</table>
### Article 6: Compensation (cont’d)

#### Out Years

<table>
<thead>
<tr>
<th>Date Description</th>
<th>ATB</th>
</tr>
</thead>
<tbody>
<tr>
<td>October 1, 2014 (or relevant pay period following)</td>
<td>3%</td>
</tr>
<tr>
<td>October 1, 2015 (or relevant pay period following)</td>
<td>3%</td>
</tr>
<tr>
<td>October 1, 2016 (or relevant pay period following)</td>
<td>3%</td>
</tr>
</tbody>
</table>

No Merit Increases.

No annualized lump sums.
Article 7: Corrective Action / Discipline and Dismissal

- Notice of intent in Disciplinary Actions:
  “inform the employee that he or she has a right to respond either orally or in writing within ten (10) BUSINESS days from the date of issuance of the notice of intent . . .”

*Previously, the deadline consisted of ten calendar days. Thus, the deadline has been extended for the employee here.*
Article 8: Development & Training

Previous language
Time spent taking the American Association of Laboratory Animal Science (AALAS) certification exam for job related reasons may be paid as part of the forty (40) hours of paid release time.

New language
Development Leave hours may be used for the time spent taking certification exams that are in furtherance of career-related or position related development.

PLUS...

If an employee is denied leave for education or training based on operational considerations on three (3) separate and consecutive occasions, the department head, or his/her designee, shall discuss with the employee the possibility of scheduling alternative education or training for a future date when operational considerations do not bar such participation.
Article 9: Duration

Contract expires

September 30, 2017
Article 10: Grievance Procedure

- Made previous pilot program on emailed Step 3 appeals.

- Cleaned up / Refined language.
Article 12: Holidays; Article 13: Hours of Work; and Article 35: Resignation / Job Abandonment

Changes to accommodate UC Path

- Defined eligibility for holiday pay: “Pay is based on eligibility determined by the quadriweekly cycle, defined as the two (2) bi-weekly pay periods immediately preceding the bi-weekly pay period in which the holiday occurs. (Article 12, Section B)

- Redefined a standard workweek as Sunday to Saturday. (Article 13, Section A)

- Eliminated obligation to provide check within 72-hours. Final check to be issued along with normal pay cycles, unless 15 days notice is given, in which case check shall be available on last day of work. (Article 35, Section C)
Article 15 – Labor/Management Meetings and Article 36 – Respectful and Fair Treatment

• Additional possible agenda items for Labor/Management Meetings:
  ▫ Staffing issues; and
  ▫ Alleged violations of Article 36 – Respectful and Fair Treatment, Section A.
Article 16: Layoff and Reduction in Time

Regardless of seniority, the department may elect to invite all employees in the same class within a layoff unit to volunteer for layoff. In that case, the union shall be notified of the invitation at the same time the invitation is transmitted to the employees. The union shall also be informed of the identities of volunteers before the layoff occurs.
Article 17: Leaves for Union Business

UB leave is granted to persons, not FTE.
Article 18: Leave of Absence

- Legal Updates

- Leave for Bone Marrow or Organ Donation (from PPSM)

- **SETTLEMENT AGREEMENT:** Effective March 26, 2014, the option of using up to 30 days of Sick Leave is available for employees on a Parental Leave of Absence.
Article 20: Medical Separation & Article 33: Reasonable Accommodation

Union rejects employee friendly changes that clearly outline the University’s responsibilities under current disability laws.
Article 21: Military Leaves

- Legal Updates
  - The University may require verification of an employee’s military orders for leaves of thirty (30) or more days.
  - ELIMITATED: The University may require verification of an employee’s military orders to report for a physical examination.
NEW Notice Requirement

- An employee who receives an overall “needs improvement” rating shall have received notice about such deficiencies.

- If notice is not given, a re-evaluation may be requested within 30 days.

* nurse language

This new language helped us avoid other proposed changes by the union.
Article 45: Work-Incurred Injury or Illness

Section D: Supplemental Sick Leave and Vacation

“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. An employee shall exhaust their accrued sick leave prior to using their accrued vacation”

Reasoning for new language...

- Requiring that an employee exhaust their accrued sick leave prior to using their accrued vacation allows the employee access to extended sick leave payments from the UC pursuant to Section E of this article. Thus, this is an employee friendly change.
Per Diems
If the Affordable Care Act requires medical benefits to be provided by the employer, per diem rates will be adjusted to off-set additional employer costs.

Retiree Health Care Trust Fund
Meet and confer over UPTE’s interest in creating a Retiree Health Trust Fund.
If no agreement is reached, parties are not required to exhaust HEERA impasse procedures.

ULPs Withdrawn
Bargaining Related RFIs Withdrawn

Meet and Discuss Issues at: UCSD, UCSB, and UCD.

Local Demands to Bargain Submitted as of 12/13/13 Withdrawn