CLERICAL CONTRACT (CX)
December 13, 2011 – November 30, 2016
Contract Training
AGREEMENT

- 5 year agreement
- Effective date: December 13, 2011
- Expiration date: November 30, 2016
CHANGES TO CX AGREEMENT

- Article 1 – Posting & Printing of Agreement
- Article 2 – Agreement dates
- Article 3 – Electronic Arbitration filing
- Article 6 – Duration-5 year agreement
- Article 7 – Electronic filing of Step 3
- Article 12 – LM Meetings notice
- Article 13 – Layoff waiver, pref rehire, severance
- Article 14 – Leaves-Physician’s Assistants
- Article 21 – Nondiscrimination in Employment
- Article 23 – Parking rates
- Article 25 – Payroll deduction-Political Action Fund
CHANGES CONT.

- Article 26 – Performance Evaluations
- Article 27 – Personnel Files
- Article 28 – Positions/Appointments
- Article 31 – Rehabilitation/Reasonable Accommodation
- Article 32 – Resignation/Job Abandonment
- Article 33 – Respectful/Fair Treatment
- Article 38 – Training and Development
- Article 41 – Uniforms
- Article 42 – University Benefits
- Article 45 - Wages
ARTICLE 1 - ACCESS/UNION RIGHTS

§G. POSTING AND PRINTING OF THE AGREEMENT

• Target date for printed contract – Fall, 2012 (?)

• Wage table not required in printed contract

• Cost of printing split

• CUE distributes contract to membership
ARTICLE 1-ACCESS/UNION
RIGHTS –Cont.

• §L. Released Time for Bargaining
  §L.6. Successor negotiations
    • Up to five (5) days paid release time
    • Up to eleven (11) reps – limit one per campus
    • Prepare for bargaining
      – Includes preparation of initial proposals
ARTICLE 3-ARBITRATION PROCEDURE

• §A. GENERAL CONDITIONS
  §A.1.c. - Electronic filing of Appeals to Arbitration
  §A.9.c.4. - Allows for the parties to select an arbitrator outside the established panel on a case-by-case basis

• New panel of arbitrators – single list
ARTICLE 6 - DURATION

• Five (5) year agreement

• Annual extensions if neither party provides timely intent to negotiate

• Timely notice to reopen by July 15, 2016
ARTICLE 7 – GRIEVANCE PROCEDURE

- Step 3 appeals – electronic filing allowed
ARTICLE 12 – LABOR-MANAGEMENT MEETINGS

• §B. UNIVERSITY-WIDE LABOR-MANAGEMENT MEETINGS

§B.2. Notice from CUE is increased from 7 days to 14 days for University-wide Labor-Management meetings.

• If UC cannot release the identified CUE representative, the attendance of an alternate CUE representative shall not be unreasonably denied.
ARTICLE 13-LAYOFF AND REDUCTION IN TIME

§C. SELECTION FOR LAYOFF

§C.2.c. Waiver of seniority
Requires UC to obtain CUE’s agreement
Notice to CUE

- CUE has 15 calendar days to respond
- No waiver if CUE does not respond
- If CUE approved, employee gets 45 days notice if feasible or 45 days pay in lieu of notice (CCL)
ARTICLE 13-LAYOFF AND REDUCTION IN TIME – Cont.

• §E. PREFERENTIAL REHIRE
  §E.2. An employee who accepts a limited or floater appointment shall remain eligible for preferential rehire rights during the period of preferential rehire.

• §G. SEVERANCE
  §G.1 & G.2
  • Eligibility – a career employee with at least one full year of service
  • Repayment
    – Return to UC at same or higher salary
    – Same percentage of time
    – Must repay
ARTICLE 14-LEAVES OF ABSENCE

• §A. GENERAL PROVISIONS

  §A.1., Added: “The parties agree to abide by applicable state and federal law.”
  §A.5., Requires all leave requests to be in writing, except:
  • Family Care/Medical Leave Notification
  • Military Caregiver Leave
  • Qualifying Exigency Leave
  • Military Spouse/domestic Partner Leave
ARTICLE 14-LEAVES OF ABSENCE-Cont.

• §B. FAMILY CARE AND MEDICAL LEAVE
  §B.2.f. - Expands definition of a health care provider to include "physician assistant"

  §B.4.b. - UC shall determine whether the employee meets the eligibility requirements and qualifies for a FC/ML and shall notify the employee within 5 days of that determination.

  §B.5.a.4. - Certification – must state whether "medically" necessary
ARTICLE 14-LEAVES OF ABSENCE-Cont.

• §B.6. Return from Family Care/Medical Leave For Own Health Condition
  Requires an employee to provide “reasonable” notice of her/his anticipated return to work from Family Care/ Medical Leave.
  • (Prior contract required at least 10 calendar days notice)

• §B.9. Parental Leave
  §B.9.b. - Employees not required to provide more than 30 calendar days advance notice
  §B.9.c.2. - Provides for parental leaves of less than 2 weeks twice a year during a calendar year
ARTICLE 14-LEAVES OF ABSENCE-Cont.

• NEW LEAVES
  §E. MILITARY CAREGIVER
  • Care for family member who is “covered servicemember”
  • Undergoing medical treatment, recuperation or therapy for a serious injury or illness
  • Incurred in the line of duty in the armed forces, in “outpatient” status or on temporary disability retired list
  • Up to 26 weeks in 12 month period – unpaid, shall use accrued vacation time prior to taking leave
NEW LEAVES - Cont.

§F. QUALIFYING EXIGENCY LEAVE

• Spouse, domestic partner, son, daughter or parent of a “covered military member”

• Activity relates to the covered military member’s active duty or call to active duty status

• Short notice of deployment, military events/ceremonies, school events of children, financial arrangements, rest and recuperation, counseling

• 12 weeks in calendar year
• Unpaid, shall use accrued vacation time prior to taking leave
NEW LEAVES – Cont.

§G. MILITARY SPOUSE/DOMESTIC PARTNER LEAVE

• Employees who are spouses or domestic partners of a member of the Armed Forces or National Guard, or Reserves

• Taken when qualified member of Armed Forces is on leave from deployment

• Employee must work 20 or more hours/week

• Maximum of 10 days unpaid leave
• Employee shall use accrued vacation time prior to taking leave without pay
TYPES OF LEAVES WITH PAY

• **Jury Duty**: actual time, which occur during employee’s regularly scheduled hours of work

• **Voting**: maximum of two (2) hours; statewide primary or general election and no time to vote outside working hours

• **Blood Donations**: may be granted maximum two (2) hours

• **Administrative/Legal Proceedings**: when directed or subpoenaed by UC or UC employment related; other matters at discretion of UC (non grievable/non arbitrable)

• **Emergency**: natural, man-made emergencies authorized and at discretion of UC (non-grievable/non arbitrable)

• **Attendance at UC Functions**: i.e. Commencement, Charter Day, etc. as designated and at discretion of UC (non-grievable)
ARTICLE 21-
NONDISCRIMINATION IN EMPLOYMENT

• Acknowledgement and Waiver of Rights for Discrimination Complaints
  
  • Limits claims of discrimination to the grievance and arbitration provisions contained in the contract
ARTICLE 23-PARKING

• §B. PARKING AND TRANSPORTATION RATES
  Employees pay the 2011 parking rates same as other UC employees
  • Effective March 1, 2012.
  • Same month as the salary increase

• §C. MEET AND DISCUSS PARKING AND TRANSPORTATION RATE CHANGES
  • University’s requirement to provide CUE with notice of parking rate changes was reduced from 45 to 30 calendar days
ARTICLE 25- PAYROLL DEDUCTIONS

• §H. OTHER DESIGNATED FUNDS
  • Enables CUE to collect voluntary contributions for a political action fund via payroll deductions.
  • Signed authorization card necessary
ARTICLE 26-PERFORMANCE EVALUATION

- Intended to be a constructive process
- Annual evaluations intended

§A. EVALUATION

§A.2. Defines the purposes of a performance evaluation.
- Identify & acknowledge positive elements of performance
- Identify deficiencies
- Identify corrective measures
- Identify career development objectives
- Provide strategies to achieve career development objectives
§A.5. Requires the University to provide prior notice of deficiencies if the employee will receive a “needs improvement rating in a combination of categories that represent at least 51% of her/his job expectations”.

- Intended to enable the employee to correct her/his deficiencies prior to the evaluation.
§B. EMPLOYEE RESPONSE TO AN EVALUATION

- Employee’s acknowledgment of the evaluation
- Employee may or may not sign the evaluation
- A signature does not mean that the employee agrees with the evaluation
- Supervisor’s responsibility to provide a signed statement in the event an employee does not sign
- Identifying date and noting lack of signature by employee
ARTICLE 26-PERFORMANCE EVALUATION- Cont.

• §B.2. Employee’s right to rebut an evaluation
  • Employee shall have one week after receipt of evaluation
    • Attach a rebuttal statement and documentation
    • Department head reviews timely rebuttal before finalizing evaluation

• §B.3. Assures that the employee rebuttal, if any, will be placed in the employee’s file, along with the evaluation
ARTICLE 27-
PERSONNEL FILES

• §A. GENERAL PROVISIONS
  §3. Information in the Files
  • §3.c. Documents related to work performance
    – Requires the University to provide employees with copies of performance-related documents when such documents are placed in the employee’s personnel file.
    – Transactional documents are excluded from this requirement.
§E. TEMPORARY EMPLOYMENT POOLS AND FLOATER APPOINTMENTS

§E.3. Conversion to Career

§E.3.d. “A floater appointee who automatically converts to a career appointment because s/he has worked at least 1500 hours in the same position in the same department shall receive 3 months credit applied against the probationary period of the new career appointment.”
§D.3. Describes the interactive process provided to employees who request reasonable accommodation

- UC and employee must engage in process
- Employee “may” have a representative participate in dialogue
- UC will process requests as soon as reasonably possible
- Employee can request update on status of request
ARTICLE 32-RESIGNATION/JOB ABANDONMENT

• §A. RESIGNATION
  §A.4. Expands the University’s timeline to provide employees with a final paycheck from 72 hours to 10 calendar days

• §B. JOB ABANDONMENT
  §B.1. Requires the University to provide both the employee and the union with written notification of its intent to separate an employee for job abandonment
ARTICLE 33-RESPECTFUL, FAIR TREATMENT

• §A. Now requires representatives of the union and University to treat each other with respect, rather than the officers of each party

• §B. Eliminated the Labor/Management meetings that were established to develop an “understanding” of matters in this Article, as well as to define “dignity and respect”

• §C. Commits to a workplace free of persistent bullying and significant disruptive behavior, which includes yelling, profanity vulgarity, and/or verbal abuse that result in a persistently intolerable work environment.
ARTICLE 33-RESPECTFUL, FAIR TREATMENT – Cont.

• §D. Dispute Resolution
  • Claims alleging *only* a violation of Article 33 may be appealed to the VP of Human Resources
  • Utilizing Step 3
  • Filed through OP Labor Relations
    • Forwarded to VP of Human Resources
    • Investigation and issuance of a report of findings
    • Report submitted to Campus/Medical Center

• §E. UC-CUE agree concerns may be discussed at local labor management meetings
ARTICLE 38-TRAINING AND DEVELOPMENT

• Side Letter on Training and Development

• §A. GENERAL CONDITIONS

  §A.1. Employees may participate in any class, training or career development program, related to the employee’s job or any other University position unless the proposed class, training or development is not job or University position related

  §A.4. Clarifies the meaning of “regular session courses”
  – Regular sessions are state-supported
  – Programs that are tuition funded/self-generating revenue do not qualify
ARTICLE 38-TRAINING AND DEVELOPMENT- Cont.

• §A.8. Increases the amount of paid release time for training and development

  • From 24 to 40 hours
  • Pro-rated based on appointment rate
  • Denial of employee’s request to use training hours due to operational considerations
    – UC *may* approve carry-over of those unused (denied) hours into the next year
ARTICLE 41-UNIFORMS

• §A. GENERAL PROVISIONS
  §A.1. Defines “uniforms”
  • Specific, distinctive articles of attire
  • Required by UC for particular groups of employees
  • In performance of assigned duties
  §A.2. UC has the sole discretion to determine when and by whom a uniform shall be worn
  • Conditions under which it must be worn
  • Employees shall wear the uniform and maintain a proper appearance as specified by the University
  §A.3. Purchasing, Reimbursement, and Replacement Allowance
  • New requirement, UC will pay the initial cost of uniform
  • UC will provide 30 days advance notice to CUE of new uniform requirements
ARTICLE 42-UNIVERSITY BENEFITS

§A. HEALTH AND WELFARE BENEFITS

- CX members pay new health rates - January 1, 2012
- Increased health premium deductions reflected in February 1, 2012 paychecks
- 20% trigger increase in premiums from year to year

The 2012 employee contribution rates establish the baseline

- Example: An employee paying $23.08 for Health Net B&G in 2012
- In 2013 employee’s contribution increased to $27.70 within the 20% range
- If the employee contribution exceeds 20% and rises to $29.00
- Then University will pay the difference between $27.70 and $29.00 in 2013. ($1.30)
- In 2014 the $29.00 becomes the baseline rate. Premiums can increase 20% over that baseline rate and the employee will pay that new rate, as long as it does not exceed by $34.80.
§B. RETIREMENT BENEFITS

- Employee contributions to the UCRP increase by 1.5% in each year through and including 2013

- CUE has further agreed that CX members will accept the 2013 Tier established by The Regents, and all associated provisions, through 2016
  - Meet and discuss alternatives to 2013 Tier

- CX unit repay the UCRP for the missed employee contributions between July 1, 2011 and the effective date of the new employee contribution
ARTICLE 45-WAGES

• Range Adjustments – apply to all CX employees
• Step Increases – 2 Types
  • Applied to non-probationary career employees w/ performance rating of *satisfactory* or above & within salary range
  • Applied based on years of service-based on most recent date of hire w/o break in service
• Adjusting the step – from half to whole steps
• Lump Sum
  Career ee’s…Non-base building…Retirement-eligible…on payroll, in CX unit as of 12/13/11 and time of payment
ARTICLE 45-WAGES-Cont.

2012
- 2/1/12 3% range adjustment
  One-step increase
  Lump Sum
- 4/1/12 Minimum Salary Range $13.70
- 7/1/12 3% range adjustment
  One-step increase: 10 – < 20 yrs service
  Two-step increase: 20 + yrs service

2013
- 7/1/13 3% range adjustment
ARTICLE 45-WAGES- Cont.

2014
- 1/1/14  One-step increase: non-probationary career employees w/ satisfactory performance rating
- 7/1/14  3% range
  One-step increase: 10 < 20 yrs service
  Two-step increase: 20 + yrs service

2015
- 7/1/15  2% range
  One-step increase: non-probationary career employees w/ satisfactory performance rating
ARTICLE 45-WAGES- Cont.

• Minimum Salary Range Adjustments
  April 2012  $13.70
  April 2013  $14.22
  • Eliminate all steps below these salary minimums
  • Additional steps **will not** be added to the top of the range
  • Employees below the minimum will be moved to new minimum

Step Increases:
• Change nomenclature from half (1/2) steps
• Each point on salary range scale will be known as a “step”
PERB Unit Modification Case

- December, 2004 – UC Petitions for Unit Mod
- {Article 2.E-Reclass from Unit to Non-unit Positions}

EXPEDITED ARBITRATION – PILOT PROGRAM
One Year.......Arbitrators pre-selected.....15 calendar day notice to meet......
RESOURCES

• Agreement Online:
  atyourservice.ucop.edu/employees/policies_employee_labor_relations/collective_bargaining_units/clerical cx/

• Appendix A posted online