

UC to UPTE
HX Comprehensive Proposal For Consideration
July 25, 2019

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 2 Access

- Incorporate side letter into the CBA with correction to K.5. to include "in person".
- **DISTRIBUTION OF MATERIALS.**
 1. Posting of the Agreement
 - a. Within ten (10) calendar days following ratification, the University shall provide UPTE with an electronic copy of the draft official version of the contract for UPTE review and concurrence.
 - b. The University will not post the UC version of the agreement to its website until UPTE has had at least ten (10) calendar days to review the draft as referenced above in **(Insert appropriate section.)**
 - c. The University and UPTE will use their best efforts to ensure that this agreement is posted within one hundred and twenty (120) calendar days following ratification.
 1. Both parties must approve the camera ready copy of the Agreement ready to posting.
 2. The University shall make appropriate arrangement for UPTEs access to the work site to facilitate UPTE distribution of the contract to each member.

Article 5 Compensation

- Unless otherwise noted HX members shall receive a five percent (5%) ATB and a one-step within range step increase effective the first full pay date following ratification, payable sixty (60) days following ratification.
- CPs shall receive a 2% ATB and a one-step within range step increase effective the first full pay date following ratification, payable sixty (60) days following ratification.
- Future Range Increases: three percent (3%) ATB on July 1st of each year thereafter until the end of the contract.

Step increases:, effective January 2020, and each January thereafter during the term of the contract, the University shall provide a one-step within range increase to career employees who receive a rating of satisfactory or better on their most recent performance evaluation.

- Classifications at UCLA which are on an experience based salary steps shall receive a five percent (5%) ATB effective the first full pay date following ratification.
- Experienced based titles at UCLA shall remain on experienced based steps and will be moved to the appropriate experience based step at ratification. These experienced based steps are subject to their own separate and distinct step increases.
- Agree to meet and confer on appropriate title and salary ranges for master level employees accreted into the HX unit during the CP accretion as well as the vacation accrual for CPs at UCSB within three months (3) months.
- Employees who are at the maximum of their salary range who received a rating of satisfactory or better on their most recent performance evaluation shall be eligible for a non-base building lump sum of two percent (2%) of UCRP eligible earnings on January 2020, and each January thereafter until the end of the contract.
- Implementation is subject to UC Path blackout periods. Payments delayed due to the UC Path blackout periods shall be paid back to the original effective date.
- In accordance with the provisions of Article 35, the University agrees to meet and confer on a system wide basis regarding shift differentials and on call pay for titles without established shift differential rates and on call pay rates within sixty (60) days of ratification of the agreement. (Proposed language for Article 5(G) provided July 19th)
- Equity increases listed in the contract in Article 5, except for those at UC San Francisco, shall be in addition to the first three increases provided in the contract, identified as the five percent (5%) ATB at ratification, a within range one-step increase at ratification, and a within range one-step increase in January 2020.
- Unless otherwise noted equity increases at San Francisco, are in lieu of the first three increases provided for in the contract, identified as the five percent (5%) ATB at ratification, a within range one-step increase at ratification and a within range one-step increase in January 2020.
- Except for Genetic Counselors at UCSF, career employees who received an equity increase during the months of July 2018 through July 2019 shall be eligible to receive a within range one-step increase at ratification as well as step increases beginning January 2020.
- Nothing in this agreement prevents the locations from providing additional increases to an employee as deemed appropriate by the locations.

- Clinical Laboratory Scientists and Case Managers at UCD are not subject to the exemption of steps at ratification and in January 2020.

Article 8 Grievance Procedures

ATB Subject to verification

- Facsimile filing by mutual agreement on a location by location basis.
- Subject to the limits set forth in Article 22, Section B, 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.
- If a Title IX investigation was deemed appropriate in response to a Sexual Violence or Sexual Harassment complaint, portions of or the total report shall be allowed to be entered into evidence during the arbitration.

Article 11 – Hours of Work

- 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.
- Double time for unit members who actually work more than twelve (12) hours during a shift.

Article 15 Leave for Union Business

- University will bill UPTE within six months (6) months for usage of leave.
- This provision does not apply to any union business leave utilized prior to the ratification of the contract.

Article 24 Parking

- Same rates as provided for other University staff at the employee's location subject to the caps provided to UPTE.

Article 41 UC Retirement

- No change.

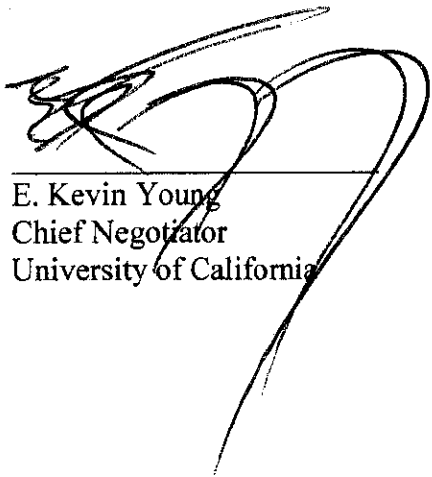
Article 47 Duration

- Expires September 30, 2024

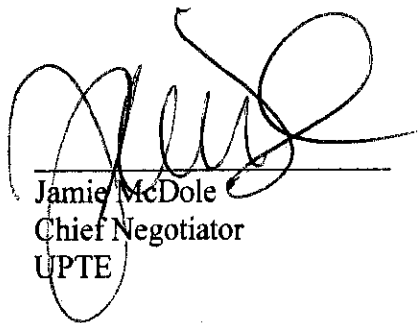
MISCELLANEOUS:

- 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. ~~(List to be updated by the parties.)~~
1. UPTE reserves the right to move forward with the following matters:
 - a. SF-CE-1211-H
 2. The University reserves the right to move forward with the following matters:
 - a. ULP case number, LA-CO-557-H

The parties agree to dismiss with prejudice the following matters: (List to be proposed by the parties.)



E. Kevin Young
Chief Negotiator
University of California



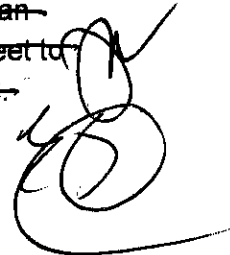
Jamie McDole
Chief Negotiator
UPTE

7.25.19

UCSF Response to UPTE Counter re: UCSF Equities -- Contingent upon tentative agreement on all other aspects of the HX agreement.

The following amends Attachment A of the Compensation proposal:

1. Equity increases in attached packet from San Francisco are included in the following step implementation:
 - a. Step increase at both ratification and January 2020 step
 - i. **Clinical Lab Scientists**
 - ii. **Nuclear Medicine Technologists**
2. **Music Therapists** – separate proposal for 3 incumbents = 1 extra step per individual.
3. UC maintains proposal for shift differential for CLS night shift ~~and Physician Assistant weekend differential. UPTE would have the ability to locally meet to discuss this differential for PAs under new Article 5 Wages Section G.~~
4. UCSF will bargain proposed CLS apprentice for SF locally

A handwritten signature in black ink, consisting of a stylized 'U' and 'S' followed by a flourish.