## UCPEA Contract 2016-2021

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#### AN OVERVIEW OF THE UCPEA CONTRACT

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#### UCPEA and the NEGOTIATIONS AT A GLANCE

UCPEA is the exclusive bargaining agent for more than 1,870 professional staff at UConn.

The bargaining sessions began in October 2015 and concluded in July 2017.

The UCPEA members ratified the contract. The Board of Trustees also voted to ratify the contract.

This agreement was also approved by the Legislature on July 31, 2017, in conjunction with the SEBAC Agreement.

#### **Duration**

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The contract will be in effect for 5 years:

July 1, 2016 through June 30, 2021.

#### Article 5, Nondiscrimination

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Discrimination complaints are to be processed by those with the appropriate expertise: The Office of Institutional Equity (OIE) and the Commission on Human Rights and Opportunities (CHRO) or the Equal Employment Opportunities Commission (EEOC).

Discrimination complaints are not subject to the grievance procedure.

#### Article 6, Vacation Leave

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The number of vacation days that can be used without advance notice or approval has been reduced from 3 to 2 days.

Upon separation, payout for unused vacation days increased from 44 to 60 days, but employees terminated for misconduct are now ineligible for any payout.

## Article 8, Holidays

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There is no longer a "floating holiday" for Good Friday.

#### Article 11, Sick Leave

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There is added language to permit independent medical exams and/or fitness for duty exams in certain circumstances.

Caretaker sick leave has been expanded to allow care for a grandchild.

The Sick Leave Bank may now be accessed for the "catastrophic illness" of a spouse or child.

#### Article 16, Work Schedules

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Includes new statement on Telecommuting.

Supervisors are "encouraged to give serious consideration to requests" to telecommute.

#### Article 18, Compensatory Time

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Comp time must be approved in writing prior to earning, and it is strongly encouraged that it be taken off during the same pay-period as the hours were worked.

Only if it is not possible to take during the same pay-period can compensatory time be accrued.

Unused compensatory time that accrues after July 1, 2017 will expire after two years instead of three.

E/ESS Employees who are required to report to work during a University closure will be compensated hour for hour with comp time.

#### Article 20, Probationary Employees

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In addition to the one year probationary period for all employees upon hire into their position, there will be new probationary periods for:

Voluntary reassignment or internal hire: Employees <u>may</u> serve a six month probationary period at the discretion of the first manager outside of the bargaining unit.

Recall: Employees will serve a six month probationary period. A manager will only be required to accept a recalled employee once for a given position, before initiating a search.

#### Article 27, Reduction of Staff



There will be no reductions in staff, pursuant to the State Employees Bargaining Agent Coalition (SEBAC) agreement, before June 30, 2021. Should reductions in staff occur after that time, the existing notice periods remain the same if notice is provided during the duration of this contract.

The University has the option of payment in lieu of notice at 50% of what would have been earned during the notice period. The Department may allow an employee to work the notice period, or may issue payment in certain circumstances.

A voluntary separation incentive, in the event of fiscal constraints, allows the University, in conjunction with the Union, to open to a Department the option to allow volunteers in that Department the possibility of resigning/retiring for payment of 50% of the notice period.

#### Article 31, Job Classification, Generally



A new classification system will be developed in consultation with UCPEA, and current employees will be transitioned into the new system.

The new classification system includes fewer, more distinct pay bands/levels and modernized job specifications, job series and job families.

There is a streamlined process for evaluating reclassification requests with no formal grievance rights in the event HR experts determine that reclassification is not warranted.

## Article 31, Job Classification, Career Progression

Under the new classification system, managers will be able to nominate employees to progress within each classification level.

The progression will include three ranks: proficient, advanced and mastery.

All employees will be hired or placed into the proficient rank.

Progression between levels will include a salary increase of \$1,000 for achieving advanced rank and \$1,500 for achieving mastery rank.

## Article 32, Salary



Employees who perform satisfactorily will receive a base pay increase, during years when the increase is available.

Employees receiving a "good" or better may be nominated to receive additional discretionary compensation, during years when discretionary compensation is available.

## Article 32, Salary

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FY 2017 & 2018	FY 2019		FY 2020 & 2021
0%		% Increase to Base for Satisfactory Performance, and FY 2019 Lump Sum For Satisfactory Performance Not Added to Base	
0%	0 %	Performance-Based Compensation % Increase to Base for Performance- Based Compensation	1% and 0.5% (discretionary)
0%	0.5%	One-Time Performance Award  Lump-Sum Award, Not Added to Base	0.5%

## Article 32, Salary – Performance Based Compensation

A Supervisor will recommend performance-based compensation to reward those individuals who:

have sustained a level of performance that consistently exceeds the performance of their peers during the evaluation period, and that have advanced the mission and goals of the Department and the University.

The final amounts will be determined by the Vice President or Vice Provost.

#### Article 32, Salary – One-Time Performance Awards

A Supervisor will recommend one-time performance awards to reward those individuals whose accomplishments within the evaluation year include:

- 1) Extraordinary job-related achievement, and/or
- 2) Completion of a specific and important Departmental or University goal or project.

One-Time Performance Awards may only be awarded between \$1,000 and \$5,000 per person. The final amounts will be determined by the Vice President or Vice Provost.

#### Article 40, Union Leave

UCPEA representatives will be allowed release time for training sessions, either 1 full day per year or two  $\frac{1}{2}$  days per year.

Supervisors will receive notice of the scheduled days from the Office of Faculty and Staff Labor Relations.

# Article 46, Wireless Communication Device Stipends

This new article allows for UCPEA members to be reimbursed for cell phones/wireless devices used to perform official duties, similar to the existing program for management/confidential.

Any request for such stipend is in accordance with University Policy.

#### Article 47, Phased Retirement



The University may permit staff to reduce their schedule and workload for up to three years immediately prior to retirement while retaining full benefits.

The reduction of schedule will be under the existing state Voluntary Schedule Reduction Program (VSRP).

Any request for Phased Retirement requires management approval, a written agreement and irrevocable notice of retirement.

## Article 48, Furlough Days



All UCPEA employees are required to take three (3) furlough days, with reductions in pay that will be spread across 21 pay periods, starting with paycheck dated September 15, 2017.

Employees joining the University, and part-time employees, will have reductions pro-rated. Employees leaving the University may take pro-rated days equivalent to the reductions already taken at the time of departure.

Employees will schedule days as they chose, subject to approval by a supervisor and in accordance with University business needs and staffing requirements.

## Article 49, Job Security



The University will not effectuate layoffs before June 30, 2021.

This does not apply to probationary or temporary employees, or those employed with grant or contract funding that terminates, except where the employee is permanent.

This does not prevent reorganizations where an employee who's position is eliminated is placed in a comparable job at the University.

This also does not prevent the issuance of notice prior to the end of the period, as long as loss of employment does not occur prior to June 30, 2021.

## **Questions?**



#### **Contact Us**



- Labor Relations (860) 486-5684
- Human Resources— (860) 486-3034

For additional information please see the Human Resources and Labor Relations websites, where you will find this presentation and relevant links to UCPEA Contract information.

#### Resources



http://lr.uconn.edu/

http://hr.uconn.edu/