

MANAGEMENT COMMUNICATION

AFSCME BARGAINING CONTRACT EXPIRATION AND THE STATUS QUO

On October 31, 2024, the agreement between UC and the AFSCME Service (SX) employees expired.

Upon the contract expiration, a “status quo” of terms and conditions of employment for represented employees exists. The status quo period requires the University to maintain the same wages, hours and terms and conditions of employment for represented bargaining unit employees that existed at the time the contract expired. This generally means that changes to terms and conditions from status quo, including wages, can only be implemented after notice to the union and an opportunity to meet and confer regarding the change.

A few of these "status quo" conditions are reflected in contract language, but some are not. Therefore, after a contract has expired, the University cannot change anything related to wages, hours and terms and conditions of employment without giving notice to the union and responding to requests to negotiate regarding the proposed change. That includes such things as changes in hours, sick leave procedures, performance evaluations to name a few.

The current terms and conditions for employees in the SX bargaining unit will continue, with special notes for selected Articles of the current contract(s) as follows:

Article 1 – Access/Union Rights - The University will continue to provide use of e-mail for grievances, allow the use of meeting rooms according to local access rules, new employee orientation as currently provided at each location, use of the telephone, and union business leave according to the current contract. Existing release time arrangements for designated union representatives shall remain in place, and new requests for release time should be granted (or denied) in accordance with the expired contract.

Article 3 – Arbitration Procedure - There will be no employee or union access to the arbitration process for grievances concerning alleged violations occurring after the expiration of the contract.

Article 4a – University Health and Welfare Benefits - The University will continue to treat bargaining unit employees as eligible for benefits subject to any changes to benefits that are consistent with the dynamic status quo.

Article 4b – University Retirement and Savings Plan - The University will continue to treat bargaining unit employees as eligible for retirement subject to any changes to benefits that are consistent with the dynamic status quo.

Article 8 – Corrective Action, Discipline and Dismissal

The notice obligations to the union as provided under this Article continue.

Article 10- Grievance Procedure - The grievance procedure will continue as the terms and conditions of employment for employees. The University will provide paid leave for grievance representatives as described in the contract.

Article 13 - Hours of Work - AFSCME has confirmed that they agree to continue the provisions of compensatory time-off for overtime payment (CTO) where it currently exists.

Article 16 - Layoff and Reduction in Time - The notice obligations to the union as provided in this Article continue. Also, the severance benefits continue as part of the status quo.

Article 25 – Parking - Parking rates may not be changed without express agreement from the union.

Article 27 - Payroll Deductions - The University will continue collecting agency fees and dues through payroll deductions.

Article 33 - Release Time for Negotiations - Release time will continue for bargaining team members as articulated in the Agreement.

Article 40-Transfer/Promotion/Reclassification – Assigning significant new duties to employees or requesting a reclassification is not available unilaterally. Please contact your labor relations manager for assistance.

The list above is not exhaustive but describes most of the key issues affected by the contract expiration and the resulting status quo period.

Note: Not everything related to wages, hours and terms and conditions of employment is subject to bargaining. There are issues beyond the scope of bargaining, and these areas continue to be within management rights during the status quo period. They include, but are not limited to, decisions about reorganizing services; decisions about the organization of activities or programs; decisions about hiring, discipline, termination, layoff; and decisions that go to the mission of the University, among others. However, any changes to terms and conditions from status quo within the scope of bargaining, including wages, can be implemented during status quo only after notice to the union and an opportunity to meet and confer.

As you know, the EX contract expired on July 31, 2024. At that time, the general principles in this letter were applied and have not changed.

If you have any questions about what you can and cannot do during the status quo period, please consult with Employee and Labor Relations before implementing changes of the nature described above.