UC/UPTE BTSA Accretion Bargaining
Proposal for an agreement for the accretion of the BTSA’s which each party agrees to recommend to their respective parties for consideration.
December 11, 2018

University of California and University Professional and Technical Employees (UPTE)

This agreement covers Business Technical Support Analyst 2, title code 7558, and Business Technical Support Analyst 3, title code 7559, collectively referred to as the “BTSAs”. This agreement fully and finally resolves all outstanding issues related to the accretion of the BTSAs into the TX bargaining unit.

RETIREMENT:

Effective the first pay period following 120 days of the written notification ratification of this agreement

1. BTSAs hired or rehired in a UCRP eligible appointment following a break in service on or after July 1, 2013 will be placed in the “modified 2013 tier” as outlined in Article 4 of the TX agreement and increase their UCRP employee contribution to 9% of Covered Compensation. The 9% rate and the accrual of UCRP Service Credit are in accordance with the UCRP provisions applicable to the “modified 2013 tier”.

2. BTSAs hired prior to July 1, 2013, will continue in the 1976 tier and will increase their UCRP employee contribution to 9% of Covered Compensation (minus 19)

Nothing in this agreement: or the TX contract modifies retiree health eligibility for the BTSAs.

BONUS AND INCENTIVE PROGRAMS:

BTSAs will be eligible for bonus and incentive award programs in accordance with Article 6, Section J, Compensation – Employee Award Program, of the TX Agreement.

SALARY INCREASES/COMPENSATION:

The University will place each BTSA on the attached step-based salary structure for their respective location at the step closest to their current salary rate without a salary decrease. Following the transition to the step-based salary structure, each BTSA shall receive a one half step (1/2) salary increase. If UPTE provides the University with written notice that this agreement has been ratified no later than the end of business on January 18, 2019, the University shall make the effective date of the salary increases January 1, 2019 for monthly paid employees and January 13, 2019, for bi-weekly paid employees. Alternatively, if the University is not provided notice by the above listed date, the effective date for salary increases shall be the first pay period after the University receives written notification of ratification. Increases shall be implemented within ninety days (90) of receipt of written notification of ratification of this agreement. Implementation is subject to UC Path blackout periods.

No later than ninety days (90) days following written notification of ratification of this agreement, the University shall pay career BTSAs a one-time, non-base building, non-UCRP covered compensation lump sum of one thousand two hundred and fifty dollars. This amount shall be prorated based upon appointment percentage and date of hire for the period October 1, 2017 through September 30, 2018. Only career BTSAs are eligible for the lump sum payment and must be on the payroll in the BTSA title as
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of the date of written notification of ratification of this agreement, and continue to remain on payroll in the BTSA title when the payment is issued.

VACATION/SICK LEAVE/PTO:

All BTSAs who currently have PTO and are employed at the time of this agreement will be eligible for a one-time irrevocable opportunity to elect, in writing, to opt out of their location’s PTO program. Those choosing to opt out of the PTO shall be covered by Article 39, Sick Leave and Article 43, Vacation of the TX agreement. BTSAs will be given thirty (30) calendar days from the date of the written notification of ratification of this agreement to submit their written opt-out election to their location’s Labor Relations department. BTSAs hired after the University receives written notification from UPTE of ratification of this agreement shall be covered by Article 39, Sick Leave and Article 43, Vacation of the TX agreement.

FLSA STATUS:

The FLSA designation currently in place at each location for the BTSAs will remain in place.

UNFAIR LABOR PRACTICE CHARGE AND/OR REQUEST FOR INFORMATION REQUESTS:

UPTE agrees to withdraw any and all unfair labor practice charges and RFIs which are related to the BTSA, no matter how categorized, with prejudice. These will be withdrawn within one hundred twenty days (120) days of the notification of ratification of this accretion agreement. The University agrees to provide UPTE with outstanding BTSA contact information no later than January 4, 2019.

CAREER TRACKS TITLE CODES:

The parties understand that the University may choose to place the BTSAs into newly created career title code to represent the accretion of the BTSAs into the TX unit. If the University designates a new career title code it shall not impact the wages, working conditions and/or benefits of the accreted BTSAs.

EXCLUSION CLAUSE:

BTSAs members at University of California, Santa Barbara and the University of Irvine Medical Center, as well as Erik Lyngen, BTSA 2, and Raksmeay Mam, BTSA 3, employed by the University of California, Berkeley (“UCB”), shall not be entitled to the salary increases described herein. These employees shall be placed on the attached BTSA step-based salary structure for their respective location at the rate equal to or the next exceeding salary rate. However, if it is subsequently discovered that Lyngen or Mam did not receive a merit increase in 2018, the exclusion shall be removed and the employee who did not receive a merit increase shall be entitled to all receive all increase(s) to which he/she is eligible to receive under the terms and conditions of this agreement. In addition, Patrick Yu, BTSA 2, at UCB shall be provided an hourly salary increase of $2.03 and be placed on Step 1 of the new range. Yu, Lyngen and Mam are eligible for the lump sum of $1,250.00 on the same terms and conditions as all other BTSAs.
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HEALTH AND WELFARE BENEFITS:

Effective no later than one hundred and twenty days (120) after the University receives written notification of ratification of this agreement, BTSA’s shall pay the same benefit premium rate as other TX employees and will be covered by the same health and welfare benefit plans as all other TX employees.

DIFFERENTIALS:

Locations which currently have differentials/on call rates in effect shall remain in status quo until bargained otherwise.

ADJUSTMENT TO STEP AT CERTAIN LOCATIONS:

As a term and condition of this agreement the following locations agree to add additional step(s) to the top of their BTSA salary step structure. They are: (1) UCB to BTSA 3; (2) University of California, San Diego to BTSA 3; and (3) University of California, Santa Barbara to BTSA 2. The new steps shall be proportional to those steps in the attached salary step structure.

Dated: December 11, 2018

E. Kevin Young
UCOP

Dated: December 11, 2018

Jamie M. Dole
UPTE TX