

Proposal #1

**ARTICLE 19
SALARY**

SECTION 1. SALARY RANGES

- A. The salary ranges for classifications covered by this Agreement shall be those contained in Appendix D.
- B. No one may be hired above or below the assigned salary range for his/her classification. Employees whose salaries are above the range assigned to their classification will have their salaries frozen until the salary range increases to include their salary.

SECTION 2. PROMOTION

A promotion is a change from one classification to another classification that is assigned to a higher salary range.

Promoted employees must receive a salary increase of at least four percent (4%) or the minimum of the new higher salary range, whichever is greater. Promotional increases may be greater than four percent (4%) when in conformance with University policy. An employee reclassified in the same position to a higher classification shall be considered as a promoted employee under these provisions.

SECTION 3. TRANSFER AND DEMOTION

- A. Employees who take a transfer must be paid within the range.
- B. A demotion is a change from one classification to another classification assigned to a lower salary range. Employees who take a demotion cannot receive a salary increase, and must be paid within the new salary range. Employees who are demoted shall have their salaries cut by no more than ten percent (10%), or to the top of the new lower salary range, whichever is lower.

SECTION 4. PROGRESSION

General Provisions:

There shall be no progression increases from July 1, 2009 through June 30, 2011. Step movement shall be reinstated if terms for progression steps are provided for in successor collective bargaining agreements.

All employees who have been in the bargaining unit one (1) year or more and are not at or above the top of the range as of October 1, 2007 will then move up one (1) step on October 1, 2007 and on October 1 of each year thereafter, if terms for progression steps are provided for in successor collective bargaining agreements. Each employee will move to the next highest step in the classification, provided s/he has served one year in the bargaining unit until s/he has reached range maximum.

Effective October 1, 1997 new employees hired between October 1 and March 31 will receive a progression step increase following completion of their six (6) month probationary period. The employee must serve one year at that step before progressing to the next step on October 1 of succeeding years.

The Employer may withhold this step increase because of unsatisfactory performance, with written notice to the employee. Increases so withheld may subsequently be granted upon certification by the Employer that the employee has achieved a satisfactory level of performance. If the Employer fails to give the employee written notice that a progression increase is to be withheld prior to the date on which the increase is due, the increase shall be granted.

When an employee is rehired from the layoff list he/she shall retain credit toward the next progression increase for time worked before the break in service.

Formatted: Highlight

Any time off the payroll of four (4) consecutive months or more will extend the eligibility date for the next increase by the entire time off the payroll.

SECTION 5. OTHER SALARY ADJUSTMENTS: ~~JULY 1, 2007 - June 30, 2009~~

- ~~A. Employees will receive a 2.25% general wage adjustment effective July 1, 2007, and a 2.25% general wage adjustment effective June 9, 2008. All pay ranges shall move upward by the same amount. Any adjustment which would place the employee's pay rate over the maximum of the range will be paid as a lump sum.~~
- B. An employee returning from an unpaid leave of absence shall be compensated at the same rate of pay received when the leave commenced, plus any non-discretionary increase which became effective during the time of the leave.
- ~~C. Effective October 15, 2007 all employees in the bargaining unit shall receive a \$300.00 lump sum payment.~~
- ~~D. Effective July 1, 2007 all employees at the top salary step for their classification shall receive a \$300.00 lump sum payment.~~
- ~~E. Effective June 9, 2008 all employees in the bargaining unit shall receive a \$300.00 lump sum payment.~~
- ~~F. Effective June 9, 2008 all employees at the top salary step for their classification shall receive a \$300.00 lump sum payment.~~

Formatted: Indent: Left: 0.25", No bullets or numbering, Tab stops: Not at 0.75"

SECTION 6. SHIFT DIFFERENTIAL

- A. Shift differential will be \$.60 cents per hour.
- B. Employees eligible for shift differential are those whose work shift begins before 6:00 a.m. or ends on or after 7:00 p.m. and are scheduled by their supervisor for a total shift of at least six (6) hours in duration. This shift differential shall not apply to those employees who have requested and have been granted flexible work scheduling.

SECTION 7. WORK OUT OF CLASSIFICATION

An employee who works in a higher classification for longer than five (5) consecutive work days shall receive a temporary salary augmentation during the remainder of the time the employee works out-of-class. The augmentation will be at least four percent (4%) of the employee's current hourly rate, but no less than the base rate of the higher classification. Any overtime worked during this period shall be compensated by including the augmentation.

SECTION 8. PERFORMANCE PROGRAMS

At the discretion of each Collegiate/Administrative Seniority Unit, outstanding service award programs may exist and employees governed by this Agreement may be eligible for participation in them. No aspect of any performance program is subject to the grievance procedure.

Proposal #2

**ARTICLE 20
INSURANCE**

| Detailed insurance proposals will be provided on May 18, 2009. Proposed changes to insurance will be similar or the same as those discussed at the Benefits Advisory Committee Meetings in which AFSCME was present.

Formatted: Indent: First line: 0"

Proposal #3

**ARTICLE 36
DURATION**

| This Agreement shall be effective as of the ~~4th Day of December, 2007~~^{1st Day of July, 2009},
except as otherwise provided in the Agreement, and shall remain in full force and effect until the
| 30th day of June, ~~2009~~²⁰¹¹.

Formatted: Superscript

It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least one hundred fifty (150) calendar days prior to the expiration date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than one hundred twenty (120) calendar days prior to the expiration date. All time limits contained herein may be extended by mutual written agreement. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) calendar days prior to the desired termination date which shall not be before the expiration date set forth in the preceding paragraph.

The Employer retains the right to add, delete or modify proposals.