

# A F S C M E

American Federation of State, County and Municipal Employees, AFL-CIO

## LOCAL 3299

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February 1, 2017

VIA ELECTRONIC MAIL & HAND DELIVERY

Nadine Fishel  
UCOP - Labor Relations  
300 Lakeside Drive, 10<sup>th</sup> Floor  
Oakland, CA 94612

Dear Ms. Fishel:

This will serve as notice of AFSCME Local 3299's intent to open negotiations on a Patient Care Technical Unit successor agreement. AFSCME's initial proposals regarding the articles and appendices we intend to open are attached. AFSCME reserves the right to modify or delete any proposal, as well as to add additional proposals.

Sincerely,



Seth Newton Patel  
Lead Negotiator  
AFSCME Local 3299

cc: Bargaining Team AFSCME 3299  
Kathryn Lybarger AFSCME 3299  
Liz Perlman AFSCME 3299  
Matias Marin AFSCME 3299  
Dwayne Duckett UCOP  
Peter Chester UCOP

Encl.

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AFSCME 3299 – Patient Care Technical Unit Proposals

February 1, 2017

Page 1 of 4

PCT ARTICLE	PCT PROPOSAL
<b>Article 1 - Access</b>	<ul style="list-style-type: none"> <li>- Improve access to new employees with UC-paid time for group and individual orientations</li> </ul>
<b>Article 2 - Agreement</b>	<ul style="list-style-type: none"> <li>- Only students "whose services are directly related to, or are subordinate to, the students' educational objectives" are excluded from the PCT Unit, consistent with HEERA</li> <li>- The University shall not undermine the PCT Unit by paying students less than the minimum wage (including rollup) paid to PCT Unit members</li> <li>- Expand reclass definition to include "replacing a substantial portion of a unit position"</li> <li>- Strengthen protections against replacement of unit work with technology</li> <li>- Update agreement date</li> </ul>
<b>Article 3 - Arbitration Procedure</b>	<ul style="list-style-type: none"> <li>- Improve arbitrator selection procedure</li> <li>- Remove right to a separate arbitrability hearing</li> </ul>
<b>Article 4a - University Health &amp; Welfare Benefits</b>	<ul style="list-style-type: none"> <li>- Maintenance of all benefits, including: no premium, co-pay or co-insurance increases</li> </ul>
<b>Article 4b - University Retirement &amp; Savings Plans</b>	<ul style="list-style-type: none"> <li>- No 2016 Tier or other alterations to plan benefits or eligibility criteria</li> <li>- No employee contribution increases</li> <li>- Employee contributions shall decrease if UC continues to invest in high-fee funds</li> <li>- For any decrease in employer contributions, employee contributions shall simultaneously decrease by the same rate</li> <li>- Maintenance of retiree health care benefits, including: no premium, co-pay or co-insurance increases and no change to eligibility criteria</li> <li>- Employees in pay band 1 upon retirement shall remain in pay band 1</li> </ul>
<b>Article 5 - Contracting Out</b>	<ul style="list-style-type: none"> <li>- No contracting out of existing or new work</li> <li>- Insource contracted out work within 60 days</li> </ul>
<b>Article 6 - Development</b>	<ul style="list-style-type: none"> <li>- Improve paid education and development leave provisions</li> <li>- UC shall make contributions to an AFSCME training fund</li> <li>- Expand career ladders across UC system</li> <li>- Employee tuition discount shall also apply to an employee's dependents</li> <li>- Application of tuition discount to extensions shall not be at the sole discretion of UC</li> </ul>
<b>Article 8 - Duration of Agreement</b>	<ul style="list-style-type: none"> <li>- Duration proposal to follow</li> </ul>
<b>Article 9 - Grievance Procedure</b>	<ul style="list-style-type: none"> <li>- Expand ability to file grievances by email, with designated email for each campus</li> <li>- UC's failure to respond automatically appeals grievance to next step</li> </ul>
<b>Article 10 - Health &amp; Safety</b>	<ul style="list-style-type: none"> <li>- Employees shall have the right to refuse unsafe assignments</li> <li>- All provisions shall be subject to the grievance/arbitration procedures and not budget-dependent</li> </ul>
<b>Article 11 - Holidays</b>	<ul style="list-style-type: none"> <li>- Add MLK Day and Dec. 24th to list of holidays for which employees receive time-and-a-half</li> </ul>

<b>Article 12 - Hours of Work</b>	<ul style="list-style-type: none"> <li>- Strengthen and increase notice requirements for schedule changes</li> <li>- Eliminate variable shifts and variable work locations</li> <li>- Clarify seniority language</li> <li>- Pay employees for missed breaks and lunches</li> <li>- Incorporate agreement regarding 6-hour rest between shifts</li> </ul>
<b>Article 15 - Layoff &amp; Reduction in Time</b>	<ul style="list-style-type: none"> <li>- Layoff units shall be redefined as departments</li> <li>- UC shall make every effort to avoid layoffs</li> <li>- Expand alternative of offering vacant positions with provision allowing for short-term training</li> <li>- Seniority rights shall apply to temporary layoffs</li> <li>- Remove requirement that laid off employee have same percentage appointment for recall/rehire</li> <li>- Make out-of-class pay immediate if assignment is related to a layoff</li> </ul>
<b>Article 16 - Leaves of Absence</b>	<ul style="list-style-type: none"> <li>- Create a paid family leave benefit</li> <li>- Employees have the right to use any sick leave for baby bonding</li> <li>- Correct references in article</li> </ul>
<b>Article 17 - Leaves of Absence for Union Business</b>	<ul style="list-style-type: none"> <li>- AFSCME shall not be required to reimburse UC for Union business leave</li> </ul>
<b>Article 22 - Nondiscrimination in Employment</b>	<ul style="list-style-type: none"> <li>- Strengthen sexual harassment protections</li> <li>- Strengthen immigrant rights provisions</li> </ul>
<b>Article 22 - No Strikes</b>	<ul style="list-style-type: none"> <li>- Proposal to follow</li> </ul>
<b>Article 24 - Out-of-Classification Assignments</b>	<ul style="list-style-type: none"> <li>- Strengthen out-of-class pay provisions</li> </ul>
<b>Article 25 - Parking</b>	<ul style="list-style-type: none"> <li>- There shall be no parking rate increases</li> <li>- Expansion of public transportation programs and incentives</li> </ul>
<b>Article 27 - Payroll Deductions</b>	<ul style="list-style-type: none"> <li>- AFSCME is not required to secure UC's agreement on the authorization form to be used</li> <li>- Revise authorization cancellation period and procedure</li> <li>- Revise agency fee provisions</li> <li>- Remove limit on frequency of changes to the dues rate</li> <li>- Additional voluntary check off may be for any political program</li> <li>- UC shall deduct retiree dues from pension payments when authorized by retirees</li> <li>- UC shall provide AFSCME with retiree names and contact info</li> </ul>
<b>Article 30 - Positions/Appointments</b>	<ul style="list-style-type: none"> <li>- Achieve safe staffing levels by hiring a specified number of additional career employees from local, disadvantaged communities</li> <li>- Strengthen limited and per diem conversion rights</li> <li>- Additional career, limited, per diem and student employees may only be hired after offering, in seniority order, career employees with less than 100% appointment in the department 100% appointments</li> <li>- New employees may only be hired to work during furloughs after furloughed employees have been offered work</li> <li>- Strengthen ratio of career to contingent employees--per diems, limited employees and student employees</li> <li>- Restrict unilateral changes to job descriptions and scopes of practice</li> </ul>
<b>Article 35 - Seniority</b>	<ul style="list-style-type: none"> <li>- Current contract language</li> </ul>

<b>Article 38 - Sick Leave</b>	- Employees shall have the right to use any sick leave for baby bonding
<b>Article 39 - Staffing Committee</b>	- Staffing issues not resolved in staffing committees shall be subject to the arbitration procedure
<b>Article 40 - Transfer/Promotion/Reclassification</b>	- Strengthen seniority rights for transfer and promotion
	- Annual across-the-board increases proposals to follow - Continue annual, guaranteed step increases - Proposals for additional longevity steps for employees reaching the top of pay ranges to follow - Proposal providing for a minimum number of steps to follow - UCSF & UCLA must provide a rationale for all employees not receiving a step increase - Proposal to increase on-call rates to follow - Add weekend differential rates to all titles without weekend differentials
<b>Article 44 - Wages</b>	- Proposal to increase shift differential rates to follow
<b>Article 47 - Work Rules</b>	- Add fair-chance hiring provisions - Revise background check provisions
<b>Appendix A - Wage Tables</b>	- Update consistent with Article 44
<b>Appendix B - Enumeration of University Benefits</b>	- Update consistent with Articles 4a and 4b
<b>Appendix C - Meeting Rooms and Bulletin Boards</b>	- Update
<b>Appendix D - Step Placement and Movement</b>	
<b>Appendix E - EX Titles by Department Eligible for On Call Call Back Minimum Pursuant to Side Agreement date 4/16/04</b>	
<b>Appendix F - Parking Rates</b>	- Update consistent with Article 25
<b>Appendix G - Retiree Health Eligibility Graduated Eligibility based on Age and Service Age at Retirement</b>	
<b>Appendix H - Panel of Arbitrators</b>	- Update
<b>Appendix I - Master Locations</b>	
<b>Berkeley Addendum</b>	- Delete
<b>Side Letter - Agreement Regarding University Benefits</b>	
<b>Side Letter - Article 21 Non-Discrimination in Employment</b>	- Revise and incorporate into Article 22
<b>Side Letter - Collective Bargaining Agreement between UCSF and AFSCME</b>	

AFSCME 3299 – Patient Care Technical Unit Proposals

February 1, 2017

Page 4 of 4

<b>Side Letter - Future Projects</b>	- Revise and incorporate into Article 5
<b>Side Letter - On-Call Rates of Pay</b>	- Update
<b>Side Letter - Outstanding Unfair</b>	
<b>Side Letter - Paid Time Off Programs</b>	- Delete
<b>Side Letter - Per Diems and Affordable Care Act</b>	- Delete
<b>Side Letter - Registry Exemption</b>	- Delete
<b>Side Letter - Staffing Committee</b>	- Revise and incorporate into Article 39
<b>Side Letter - UC's Contracting Guidelines</b>	- Delete
<b>Side Letter - UCLA/UCLA MC Experienced Based Steps</b>	- Update consistent with Article 44
<b>Side Letter - UCSF/UCSFMC Experienced Based Steps</b>	- Add "No Form on File" agreement
<b>Memorandum of the Negotiators</b>	- Update
<b>Execution of Agreement</b>	- Update