

SETC INITIAL CONTRACT PROPOSALS AND CONCEPTS - October 22, 2014

SETC submits these proposals merely as an initial set of contract demands. The Union reserves the right to amend, modify, withdraw or substitute for any of these proposals alternative or replacement proposals, as negotiations progress and or make new or modified or different proposals, either in consideration of the withdrawal of any one or all of these proposals or in response to management proposals on these or different subjects of bargaining, or in response to management's proposals.

Note: In most cases, the Union refers generally to the subject or "concept" of contract proposals without supplying specific language. In part, this is done in a desire to first discuss some of these issues with management before making specific proposals, ideally to have a more collaborative approach to bargaining over these subjects and a mutual modification of the CBA in these areas. Regardless of the success of that approach, specific contract language will be submitted as negotiations progress and where specific language is offered below, the Union reserves the right to modify the same.

Where articles of the Agreement are omitted below, the Union proposes no changes to current language.

ARTICLE I RECOGNITION

NB: Some of the proposals below also require modification of the Wage Schedule, Contracting and other sections of the Agreement..

A. Convert language in the current agreement that refers to work performed in a particular "department" or "departments" to a reference to any work "...covered by the bargaining unit." Specific language to follow.

B. Eliminate all differential classification level for each trade or position, e.g., "Electrician I" or "Electrician II." Bring all of employees currently in the level "I" for their classification or trade up to the rate of pay equal to level "II" and going forward, there will be only one rate of pay and one classification level for each classification & trade, i.e., only "Electrician," "Plumber" etc., with the exception of Leads and Apprentices.

C. Create 3 new classification :
HVAC/R
Metal Worker
Medium Voltage Electrician

The HVAC/R classification will receive either a 5% increase in pay or the minimum of the rate of pay for similar classifications already in the UC Concept Series.

D. Discuss the possibility of the implementation of the Elevator Mechanic classification. Possible proposals to follow.

E. Discuss the Maintenance Mechanic concept series and job duties. Possible proposals to follow.

F. Add this additional language: *"Pursuant to PERB Rules and Regulations for unit modification, certain classifications may be added to the above-described UC Merced Skilled Crafts Unit by mutual agreement of the parties. The University and SETC-United will meet and confer, within thirty (30)-calendar days of*

the request of either party, regarding proposed new classifications to be added to the bargaining unit." (See UCLA T/A on Article I of the UCLA CBA, 2014-15 negotiations).

G: Add this clause to Article I, *"The term "employee" as used in this Agreement shall refer to any probationary, career, casual or limited or apprentice employees of UC Merced, in the above-described bargaining unit, with the exceptions excluded per section _____ above."*

H. All maintenance on any University Buildings subject to the 20/20 project or any other expansion projects will be assigned to SETC-United K4 jurisdiction.

ARTICLE 2 CLASSIFICATIONS AND RECLASSIFICATIONS

SETC proposes to discuss with UC Merced proposals, with specific language to follow, making subject to meeting and conferring and potential arbitration of unresolved disputes, relative to: a) the content of job descriptions and the revisions of certain existing job descriptions, for both new and existing classifications, (as well as reviewing the new classification for the consolidated classification for each trade, as proposed by SETC relative to the list of classifications provided in Article I (see proposal referenced above), the specifications and the series concepts for each classification, i.e., *what work each classification is supposed to do*, and b) *whether specific employees are working out of classification*, and/or are performing the job duties of a different classification, requiring a classification. With respect to both issues, SETC proposes an inter-active process involving an initial "meeting and conferring" but ultimately leading to arbitration in the event the parties are unable to agree on the job duties of a specific classification or whether a specific employee is working out of classification. Among other changes in existing language, this would require adding language to B (3) stating that classification or re-classification decisions adverse to the Union can be submitted to Arbitration without having to exhaust the grievance process, (specific language to follow).

ARTICLE 3 DEFINITIONS

Add: Definitions of *"Operational Needs"* and *"Paid Release Time"* and other new definitions required to implement or interpret other changes to the contract. Specific language to follow.

ARTICLE 6 PROBATIONARY PERIOD

Modify to provide that there shall be no probationary period for limited appointment employees who were rehired in a permanent position within 30 days of the expiration of their limited appointment. Remove last clauses in (B, C) or other provisions inconsistent with the above, regarding management's right to impose a probationary period for person's converting from a Limited Appointment.

ARTICLE 7 PERFORMANCE EVALUATION

A. Change Article 7 C to provide that a counseling memorandum shall be null and void and be removed from all personnel files, (both personnel files maintained by Human Resources, Labor Relations and/or the Employee's Department or personnel files maintained by his or her department supervisor), after 12 months and may not be used for any purpose thereafter, if doing that time if there has not been any similar alleged misconduct and/or a counseling or further disciplinary action taken against the employee for the same type of alleged misconduct.

B. Shorten the period for performing a requesting evaluation in the situation where one has not been performed within a year to requiring a new evaluation within 60 not 90 days.

ARTICLE 8 PERSONNEL FILES

A. Add language to Art. 8, A (1), or possible to the "Definitions" Article 2, clarifying that an employee's "Personnel File" concerns all files concerning the employee and/or the employee's conduct and job evaluations or personnel actions/decisions relative to the employee, wherever maintained at UCM, including but not limited to personnel files maintained by Human Resources or Labor Relations and Departmental files, maintained by the employee's supervisor(s).

B. Limit the language in Art. 8 D, "Grievance Files" to provide that grievance settlements, i.e. formal settlement agreements and/or other documents memorializing the informal settlement of a grievance matter, shall be kept and be cross filed not only in the a separate Grievance File, but also in the employee's "Personnel File" and thereby be subject to inspection, etc.

C. Modify Art. 8 E to provide that if there is a dispute concerning the confidentiality of documents kept in the employee's Personnel File sought be the Union or the employee during the investigation of grievances, the grievance procedure or in respect to an arbitration, e.g., witness statements, etc., the parties shall meet and confer relative to such issue. If the matter cannot be resolved by the use of protective orders or by other means, then the University's obligation to partially or fully produce the requested documents can be resolved by a telephone conference to a neutral third party or an arbitrator, without the necessity of a formal grievance or hearings, etc., concerning the same and this procedure can be invoked by the union prior to a referral to arbitration or by the employer to seek a decision relative to withholding documents or information on the grounds of their asserted confidentiality. Specific language to follow.

ARTICLE 9 APPRENTICES

Implement the JATC previously discussed in committee; modify Article 9 with language to be supplied.

ARTICLE 10 TRAINING AND DEVELOPMENT

When the University requires or suggests attendance at an educational/training program the University will pay the fees and related costs and provide paid release time.

ARTICLE 11 PROMOTION AND TRANSFER

A: Eliminate current language and reinstate Article 11(c) language from the 2008/2011 UC Merced contract, except at a request for reassignment will be directed to Human Resource instead of the employee's immediate supervisor.

B): Also change sub-paragraph disputes, if they can't be resolved through the grievance process they can be submitted to arbitration. Alternatively, Strike All of it.

ARTICLE 12 HOURS OF WORK

SETC requests a complete review of this Article 12 and opportunity for further study and discussion with management, but subject to those reservations of right and the making of additional proposals, SETC knows that it is going to propose:

Change:

C 3: The shift shall be from 6 AM to 4:30 PM "Day Shifts" and 4:30 PM 3 AM, Night Shifts;

C 5: Change from rotating quarterly, to shift bids quarterly; Bids will be done by seniority.

G: On Call: Adopt UCLA's Article 12 G) (4) "Hours of Work," as T/A'ed, to become UC Merced's Article 12 G (3).

8a, b): Change from 3 days to 14 working days.

ARTICLE 14 OVERTIME

SETC requests a complete review of this Article and opportunity for further study and discussion with management, but subject to those reservations of right and the making of additional proposals, SETC knows that it is going to propose:

Change:

Replace Current UC Merced Art. 14 "Definition. (a) Language with current UCLA Art.14.1 language.

Add: language to reflect double time after 12 hours.

ARTICLE 15 SHIFT DIFFERENTIAL

SETC requests a complete review of this Article and opportunity for further study and discussion with management, but subject to those reservations of right and the making of additional proposals, SETC knows that it is going to propose:

A. Change the "Shift Differential(s)" from \$1.50 to \$2.00 per hour.

B. Discuss with management and possible proposals for new wage rates for hazardous pay, including maintenance in hazardous areas, labs, etc. Possible changes to the Wage Article in lieu of to "Shift Differentials."

ARTICLE 16 HOLIDAYS

Add: Two additional "Personal Days Off," selection to be at the discretion of the employee, final language to be provided similar to article 17.9 of the SETC - CSU contract.

ARTICLE 19 WORK-INCURRED INJURY OR ILLNESS

Add proviso: *If any of these articles is in conflict with any law the article will be changed to conform to any applicable law.*

ARTICLE 20 MEDICAL SEPARATION

Add same proviso as in Art 19: . *If any of these articles is in conflict with any law the article will be changed to conform to any applicable law.*

Also add to Art. 20. "Any notice of intent to medically separate shall be given not only to the employee but also to the shop steward and up to two non-employee representatives designated by the Union."

ARTICLE 21 REASONABLE ACCOMMODATION

A: Include the same statement as conform to applicable laws.

B: Modify A 2 to say that the university also shall pay employee expenses.

ARTICLE 25 DISCIPLINE AND DISMISSAL

SETC requests a complete review of this Article and opportunity for further study and discussion with management, but subject to those reservations of right and the making of additional proposals, SETC knows that it is going to propose a complete revision of this Article, to include the following and additional elements:

A: Amend B, "Types of Discipline" 2 to take out the word "unsatisfactory" at the end of the first sentence and instead insert the following phrase "...*serious misconduct is generally understood by employees to subject the employee to serious disciplinary action, potentially including dismissal without prior corrective action.*" Also insert the word "*gross*" before the word "insubordination." Then, add the rest of the phrase quoted above following the prior reference to "serious misconduct," to be repeated in the second reference to "serious misconduct."

Amend B 3 to refer to a verbal counseling as well as a counseling memorandum as noted, constitute discipline.

B: Amend C, "Investigatory Leaves," to provide that an investigatory leaves shall be of limited duration and shall only be for as long as reasonably necessary to conduct an expedited investigation and to make an expedited decision relative to the imposition of discipline. An investigatory leave will not exceed 30 days unless required by extreme circumstances which shall be stated in writing. All investigatory leaves will be paid, i.e. will be on paid time. Take out the last paragraph of the sub-paragraph and other language inconsistent with the above. Further, as per UCLA TA'ed D.2, investigatory leaves must be confirmed in writing, with notice to both SETC and concerned employee and include reasons for, and the duration of leave. Comprehensive language to be provided.

C: Add. a new paragraph for "Investigatory Interviews-*Weingarten* rights." Incorporate UCLA TA'ed paragraph 25(C). [Basically this inserts *Weingarten* right to Union representation during investigatory interviews, both persons to receive paid time.

D: Amend D 1 of current language to provide the notice referenced in this paragraph will be sent to the Union and Chief Stewart. Change the rest of this paragraph to conform to change mentioned above: full language to be provided. In addition notice of intent to suspend or dismiss shall include in addition to the information already required, the actions or failure to act of the employee who justify the discipline and all employee or other witness statements and or management's interview notes. Full language to be provided.

E: Amend (E) Response to Notice. To provide for 21 days to respond to disciplinary action.

F. Disciplinary Review in lieu of Skelly Hearings: In lieu of *Skelly* hearings, provide to Disciplinary Review hearings, to be conducted by disinterested labor-relations professional and in no event, someone in the line of supervision in the department that decided to impose the discipline in the first place and

within thirty days of the Union's or employee's request for a DR hearing. At a DR hearing, management must provide a detailed explanation and all of its evidence relative to the disciplinary action taken and produce all statements obtained from witnesses and management interview notes, regardless of whether the interviewed persons or statement providers justified or contradicted management's eventual decisions. Following receipt of an adverse decision in the DR hearing, which must be issued within thirty calendar days and must include a detailed statement of the reasons for the actions take, the matter may be moved directly to arbitration, without filing a grievance. Delete other language inconsistent with this. Final language to be provided.

G: Further provide that notice to the Union of disciplinary actions taken, DR decisions, etc., as well as other notices to the Union, have to be sent to whatever persons and addresses provided/requested in writing by the Union, up to a maximum of two non-employee union representatives, in addition to the employee and his or her shop steward.

H: Amend H. to provide that written warnings may not be used for any purpose –to support further disciplinary action or deny a contract benefit, (promotions, etc.), after 12, not 18 months, and without the necessity of an employee requesting the removal of the warning notice.

ARTICLE 26 GRIEVANCE PROCEDURE

SETC requests a complete review of this Article and opportunity for further study and discussion with management.

ARTICLE 27 ARBITRATION PROCEDURE

SETC requests a complete review of this Article and opportunity for further study and discussion with management.

ARTICLE 28 LAYOFF AND REDUCTION IN TIME

SETC requests a complete review of this Article and opportunity for further study and discussion with management, but at a minimum we want to add:

A. Provisions requiring the employer to layoff casuals and offer a voluntary Start program before either a reduction in time or layoff;

B: Change C 2 to provide for meet and confer not "meet and discuss" meeting for layoff decisions, language to be provided.

ARTICLE 29 JOINT HEALTH AND SAFETY COMMITTEE

Add a provision saying that any participation in meetings or inspections, etc., related to safety activities will be paid time.

ARTICLE 30 HEALTH AND SAFETY

A. Add: B 3 Change the allowance for work or safety boots to \$ 250.00

B. Discuss the implementation of hazard pay (i.e.) high voltage, immunizations as per UCLA contract.

C. Add: Paid release time for SETC sponsored safety training for up to 3 days per year.

ARTICLE 31 MISCELLANEOUS PROVISIONS

A: Amend 31 A "Absences" to provide that

1. The notice required by this section must be sent to the shop steward as well as the employee;
2. An employee or his family member shall have 15 not 5 days to respond;
3. Add the same sentence added by the UCLA negotiations to this sub-paragraph, requiring that a notice shall be posted in each shop informing employee to whom they should report such an absence.

B: Amend 31 C 1 to say that an employee may be disciplined "up to and including termination for a willful failure to obtain the required licensure instead of current language, saying that such employees "shall be terminated."

ARTICLE 32 PARKING

A: Clarify and amend A 2 to clarify the parking rates for all personal including the reduced rates in affect.

B: Provide language reducing the parking rates for SETC and "me too-ing" any more favorable parking rates lower, or in effect for either unrepresented employees or bargaining units. Add new clause requiring management to provide the written parking fee schedule for all personnel, including other bargaining units and non-represented personnel.

C: Add new language to say parking passes will be automatically re-newed for all SETC personnel without the necessity of the employee to re-apply for the same.

ARTICLE 33 INSURANCE AND RETIREMENT BENEFITS

A. New MOB Clause, requiring that for the life of the agreement, the employer will maintain all existing benefits (MOB).

B. Provide language stating that there will no increases in the rates of employee contributions to the UCRP during the life of this agreement.

C. Add new language providing that there will be no increased costs to the employees for medical, health/welfare, vision, dental, Rx, legal etc. plans of benefits beyond \$25.00 in total during the life of this agreement unless both parties agree to meet and confer relative to the same..

Increased costs as used in this proposal includes but is not limited to increases in monthly premiums, deductibles, or co-payment costs.

ARTICLE 36 LABOR-MANAGEMENT RELATIONS

A. Change the number of employees eligible for paid release time in the Art. 36 C to a maximum of five employees, subject to unforeseen operational needs or unavoidable scheduling conflicts.

ARTICLE 37 BARGAINING UNIT WORK

SETC requests a complete review of this Article 37 and an opportunity for further study and discussion with management, but subject to those reservations of right and the making of additional proposals, SETC knows that it is going to propose:

- A. The incorporation the language from the UCLA contract, Article 38) (2), as TA'ed in current (2014) bargaining.

- B. Add language guaranteeing that light construction jobs (under whatever legal limitations apply), and the maintenance of all campus buildings part of UC Merced and used for instruction or faculty offices, and/or administration, etc., and/or the operation of new steam plants or other infrastructure facilities, and regardless of who owns the buildings or any lease arrangements between the University and private developers, shall be assigned to SETC-represented personnel, subject to the possible sub-contracting of specific jobs or projects that cannot be assigned to SETC-represented personnel because of legal limitations and the size of the job, the special nature of the work to be performed, the need for special equipment or techniques not possessed by unit personnel, or emergency situations. Further, provide that UCM shall not enter into any contract with private developers or other concerns owning such buildings or facilities providing for or allowing such developers to either sub-contract with third parties to perform such maintenance and light construction work in lieu of SETC-represented personnel and/or perform such work with their own employees.

ARTICLE 38 SUB-CONTRACTING

- A: Amend Art. 38 to add language as per the requested modification of Art. 37 noted above, guaranteeing that light construction jobs (under whatever legal limitations apply), and the maintenance of all campus buildings part of UC Merced and used for instruction or faculty offices, and/or administration, etc., and/or the operation of new steam plants or other infrastructure facilities, and regardless of who owns the buildings or any lease arrangements between the University and private developers, shall be assigned to SETC-represented personnel, subject to the possible sub-contracting of specific jobs or projects that cannot be assigned to SETC-represented personnel because of legal limitations and the size of the job, the special nature of the work to be performed, the need for special equipment or techniques not possessed by unit personnel, or emergency situations. Further, provide that UCM shall not enter into any contract with private developers or other concerns owning such buildings or facilities providing for or allowing such developers to either sub-contract with third parties to perform such maintenance and light construction work in lieu of SETC-represented personnel and/or perform such work with their own employees.

- B. Modify: 38 C to provide 60-day not 30-day notice and "meet and confer" not "meet and discuss" relative to layoff decisions.

ARTICLE 39 UNION RIGHTS

SETC requests a complete review of this Article and an opportunity for further study and discussion with management. But SETC knows that it is going to propose a "global" statement and proviso that any notices required by the agreement to be sent to the Union or by law, i.e. separation, discipline, or notices of any decision made in the grievance process and any and all notices the university must provide the union of contemplated changes in mandatory subjects of bargaining, (i.e., new or changed work rules, etc.), and any notice of intent to medically separate an individual, etc., shall be given not only to the employee but also to the shop steward (or "Chief Shop Steward" if one is designated for the campus), and

up to two non-employee representatives designated by the Union, and by whatever means of the sending of such a notice, e.g., by possibly requesting the hand-delivery of notices to shop stewards, or mail to whatever mailing addresses as shall be requested by the Union.

ARTICLE 40 MANAGEMENT RIGHTS

SETC requests a complete review of this Article and an opportunity for further study and discussion with management. But, subject to this discussion, SETC knows that it is going to propose to add language to include. *“Unless it changes the terms and conditions of employment for members of the SETC–UNITED bargaining unit, it shall not be subject of meeting and conferring.”*

ARTICLE 41 NO STRIKE/NO LOCKOUT

Amend: Remove the reference to no "concerted activities" (whatever that is meant to apply to), and the ban on sympathy strikes. Modify: 41 C to allow sympathy strikes.

ARTICLE 42 WAIVER

Review: policies to be added to appendix ‘L’

ARTICLE 44 WAGES

SETC requests a complete review of this Article and an opportunity for further study and discussion with management. But, subject to this discussion, SETC knows that it is going to propose:

- A: Add provision for portal-to-portal travel pay for travel to remote locations, e.g. to Yosemite facilities or for required training off campus.
- B: Eliminate all category or level I positions for skilled trades and bring all the existing category I positions up to the rate of pay for category II.
- C. Convert the differential for lead to 10%, above the journey-person rate of pay.
- D. Provide language that will guarantee apprentices will get the same increases applicable to the journey position.
- E. Establish an apprenticeship wage progressive scale as per the UCLA agreement as per Article 45
- F. Provide language that will state that no journeyman rate of pay be less than 10% below prevailing wage in the area. Discuss how to determine "prevailing wage" and add definition in Article II for the same. (Discuss possible application of DIR PW determinations and letters, etc.)
- F: Add new section requiring “me too” increases in the event that non or un-represented employees or represented employees receive increases during the life of this agreement.
- G: Add provisions for Longevity Pay Increases: Specifically, that all career employees will receive 2% increase in their base hourly rate after three continuous years of employment, an additional 2% after each of the following years of continuous employment with UCM: six, ten, fifteen and twenty continuous years of employment. Specific language to be provided.
- H: Increase the rate of pay for all of current employees according to that schedule.
- I: A General Salary or Wage Increase, i.e., an "across the board" wage increase for all SETC-represented personnel, of 7.5% effective January 1, 2015, an additional 6.5 % effective January 1, 2016 and an additional 6% effective January 1, 2017. Full retroactivity of any negotiated increases to the last day of the expired current labor agreement.

J: Strike sub-section or sub-paragraph F and eliminate merit increases etc. But "grandfather" employees currently receiving over scale wages per past merit increases. Discuss how to phase them in to current increases. Specific language to be provided.

ARTICLE 45 DURATION

Provide for the agreement and all wage increases and all other economic terms to be effective as of the day following the expiration date of the expiring agreement.

ARTICLE 46 OUT-OF-CLASS ASSIGNMENT

SETC requests a complete review of this Article and an opportunity for further study and discussion with management. But, subject to this discussion, SETC knows that it is going to propose substantial revision of this paragraph in light of changes to be made to Articles 2 and 37, "Classifications" and "Bargaining Unit Work" the possible negotiation of new job descriptions, etc.

Appendix D: Review with management for possible deletion of obsolete language and modifications.

Appendix E: Discuss possible adjustment in pricing.

Appendix F: Discuss possible adjustment in pricing.

Appendix G: Review safety, LOTO, procedures for possible rewrite in light of global safety concerns, consider outside specialist consultation.

Appendix I: Review in light of changes to be made in grievance and discipline article.

Appendix J: Revise in light of changes in Article 1

Side Letter "Health and Welfare Benefits." Status Quo.

Side Letter "Maintenance Mechanic" Modify to be applicable with other trades per changes in Article 1

Side Letter "Holiday Pay." Status Quo.