

SETC-United’s “Concept Document” And Initial Statement of Likely Demands For Proposed Changes to the 2012 – 2015 Memorandum of Understanding between the University of California at San Diego and SETC

SETC submits this initial set of likely contract demands in order to identify some of the key concepts it shall advance in negotiations for a successor collective bargaining agreement with UCSD. The presentment of these concept-demands is without prejudice to the Union’s likely modifications to, both additions and possible withdrawal of certain of these issues, as shall be apparent when more formal contract proposals with exact language, is finalized. We reserve the Union’s right to seek to modify these concept-proposals or to make additional demands, before presenting our formal proposals with exact language, or thereafter, as negotiations progress, in light of feedback from bargaining unit members, changes in other contracts by and between SETC and other UC campuses or between other UC unions and at other UC campuses, or in response to outstanding information requests or the positions of management as may emerge from bargaining.

Contract sections or sub-sections not addressed below are to remain as currently written.

Article 1, Recognition:

- Add language recognizing SETC as the bargaining representative for employees performing skilled, semi-skilled or unskilled construction work and/or the maintenance of facilities at all UC owned and/or operated, (either operated exclusively by UCSD or in conjunction with another, possibly private developer or party), on UCSD owned or leased facilities, whether indoors or outdoors and under the administration and partial or complete control of the University.**
- Add classifications for “Cement Masons” or “Masons,” “Roofer,” “Controls Specialist” “Chiller Mechanic” and “HVAC Mechanic” (The last three are currently recognized as Specialty Assignments under Art. 43, Wages, and they currently receive a Specialty Pay of 5% over the Base Hourly rate for the Journeyman. SETC proposes to convert that Specialty Pay into a higher Base Rate of Pay for these three classifications.**
- Discuss addition of new classification for “Facilities Worker” to perform only unskilled work as may be needed for other employees currently in the unit to perform their jobs, but only with agreement that the job description for the same shall specify that Facilities Workers cannot work independently and must only assist Journeymen or Maintenance Mechanics in the performance of their job duties, and must work under the direct and continuous supervision and control of a skilled Journeyman or a Maintenance Mechanic or by other skilled trades personnel. In addition, establish a “cap” for the use of the new Facilities Worker**

classification of one Facilities Worker for ten Journeypersons (including Maintenance Mechanics as “Journeypersons” for the purpose of this manning ratio.)

- Insert language in Article 1 or alternatively, Article 19, “Unit Work,” providing a mechanism to resolve disputes over what is unit work, (including disputes over whether certain work is “skilled” or “semi-skilled” work and must therefore be assigned to bargaining unit employees, or is unskilled work and may be assigned to non-bargaining unit personnel. Such a dispute resolution mechanism shall involve potential resolution by a neutral party. See discussion under Article 19.

Article 2, Out of Classification Assignment/Classification Review:

- Review all of Article 2, additional proposals to follow.
- Descriptions.
- Change the period of time referenced in Art. 2 A to one day.
- Add reference to first sentence of 2 C to “Job Specifications” (which exist as well as the Series Concepts), and then add to the sentence to 2 C to provide “Job Descriptions for bargaining unit positions shall conform to and shall not be inconsistent with the Series and Classification Concepts and Job Specifications posted by the Office of the President for bargaining unit positions, with the exception of the Job Specifications for Lead Persons which may need modification as shall be explained in bargaining.
- Add language stating that all UCSD personnel performing or assisting in the performance of skilled trades “bargaining unit work,” shall be assigned to the SETC bargaining unit. See Article 19, “Unit Work” for new mechanism to resolve disputes over what is bargaining unit work.
- Change the word “may” in 2 E, to “shall” as in the “Union shall provide input...”
- Meet and confer over the re-classification of any classification, including without limitation, certain BMWs to either a Maintenance Mechanic or, for unskilled personnel assisting other trades personnel and working under their direct supervision, to a new FW classification to be paid wages at least comparable to that of a Senior Building Maintenance Worker in the AFSCME unit.
- Add new language stating that an employee who is re-classified from a non-bargaining position into a bargaining unit position and would otherwise go from one retirement “tier” to another, shall keep his hire date in the non-unit position for the purpose of UCRP retirement contributions only, and *not* for seniority purposes.

Article 3, Definitions: Review all definitions, and specifically add definitions for these words or terms:

- Add definition of “Operational Need(s)” to make it more objective standard,
- Provide a definition of an “Alternate Shift” as shifts in excess of 8-hours in a day
- Provide a definition for “Planned Overtime” to provide that this phrase, used in the Overtime Article 9, refers to overtime that reasonably can or could have been scheduled with 48 hours’ notice to employees. Review the seniority definitions in light of possible changes in the articles referenced in paragraph C.
- Add definitions for “Paid Release Time” and “Release Time of Union Business Leave, (‘UBL’)” for use in a new article covering devoted to this subject.
- Define “Personnel File” to include all files maintained or kept by any University official concerning the individual employee, including without limitation, files maintained by HR/LR and/or the employee’s Department or his supervisor, that concern , comment on, or memorialize problems concerning possible work performance issues, or personnel actions, evaluations, customer complaints, witness statements, excluding only files maintained by LR for the purpose of representing the University in a legal proceeding or files maintained by the UCSD office of the “Whistleblower.”

Article 4, Management Rights. Three changes: Delete 4 A, subsection d, 4 C and 4 D.

Article 5, Nondiscrimination in Employment: Add to 5 B a reference to “or Whistle-blowing activity as described in the University’s “Whistle-blowing” policy.

Article 6, Probationary Period: Add sentence providing that employees recalled from a layoff will not have to re-start their probationary period. Change the last sentence to allow grievances but not arbitration by terminated probationary employees.

Article 7, Positions and Appointments: Eliminate 3 D, no new probationary period for employees hired into career positions after completing an initial probationary period in another appointment category. Union studying possible proposals restricting serial (one after another) Limited Appointments. Also, add language restricting the use of temporary employees and requiring the use of Limited Appointments for summer seasonal employees.

Article 8, Hours of Work: Thorough review of the use of Alternate shifts underway: likely proposals:

- Specify the current alternative shifts. In addition....
- Add language under D, possibly in another Article, providing that while management may establish the “menu” of available work schedules and shifts, employees will be provided with the opportunity to bid for available work schedules and shifts, by seniority at least once a year.
- Change G to permit trading of shifts the written or verbal permission of supervisors.

- Change H 1 b to provide that called back employees will be paid, or at their option, receive CTO credit, for their hours actually worked or a minimum of 4-hours of pay, whichever is greater.

Article 9, Overtime:

- Add language providing OT for hours worked in addition to 8 hours in a day as well as over 40 in a week in each of the sub-sections referencing OT as in excess of 40 hours/week .
- Add “sick leave” to the second paragraph of 9 A, so that hours of sick leave count as hours worked for the purpose of calculating and paying OT.
- Modify the second paragraph in B, to provide that once an employee has requested CTO in lieu of OT, he shall continue to receive CTO (or vice versa, be paid for OT hours), until he changes his election. The option to change an election to receive CTO in lieu of OT or *vice versa*, can be exercised only in the month of June, as currently required.
- Change C to provide that Comp time shall be scheduled at the employee’s discretion, not by management.
- Review the sentence exempting Watch Standers (“WS”) from CTO; allow WSs to use CTO.
- Provide for overtime at time and one-half in any situation where management imposes mandatory overtime and regardless of whether such hours are in excess of 40 hours in a week or 8 in a day.
- Provide for double-time (2x) when management requires an employee to work overtime subject to the language currently provided for in Article 9 D, “Scheduling of Overtime,” *but without enlarging or modifying that language,.”*

Article 10, Performance Evaluations: Add language providing that Performance Evaluations may be subject to arbitration and cannot be used to justify disciplinary action.

Article 11, Promotions and Transfers:

- Add language to C, Selection: provide for the participation of Union representatives on interview panels and otherwise to participate in the selection of new hires.
- Change E: Inter-Departmental Transfers: Change the paragraph to provide that if two or more employees meet the minimum qualifications for the position, the employee with the greatest bargaining unit seniority shall be offered the position. Delete the interview process and the rest of this paragraph
- Change H to provide for arbitration of disputes arising under this article.

Article 12, Holidays: Further study needed; Union reserves right to offer additional changes, but minimally,

- Provide language requiring minimum staffing on recognized Holidays and specifying that employees assigned to Alt Shifts shall have the option to not work Holidays. Alternatively, employees required to work Holidays shall, in addition to the additional compensation of Holiday Pay for the holiday worked (and time and one-half for hours worked on Holidays, i.e., for a total of 20-hours of pay), shall receive *an additional day off*, to be taken within sixty days by agreement;
- If the employee and his supervisor cannot agree on the additional day off, or if the employees prefers, he shall receive an additional day of Holiday Pay, (8 hours at straight time) in the first payroll period after the sixty-day period or the payroll period following an employee's election to take the additional day of Holiday Pay. Other changes to this Article to follow.
- Also, provide that employees who declare themselves as being observant of recognized and major religious faiths other than Christianity, (without limitation, Judaism, Islam, Buddhism, Hinduism, etc.,) may elect to waive Christmas Eve and Christmas as Holidays, and in lieu thereof, to select recognized religious Holidays of their faith.

Article 13, Sick Leave: Current contract language.

- Eliminate bi-weekly payroll, and
- Regardless of above demand, go back to strict monthly accrual of Sick Leave per the existing accrual tables that remain in Article 13.

Article 14, Vacation: Current contract language.

- Eliminate bi-weekly payroll and
- Regardless of above demand, go back to strict monthly accrual of Vacation Leave per the existing accrual tables that remain in Article 14.

Article 15, Military Leave: Current contract language.

Article 16, Leaves of Absence: Needs further study and legal review. Change in 16 J, the reference to two hours remaining in the work day, to read that if there are four hours or less remaining in the work day, the employee does not have to report back to work until the next work day.

Article 17, Discipline and Dismissal: Further study needed of this article, internal discussion and review with management, but the Union will extensively propose to re-write of this Article.

Article 18, Layoff and Reduction in Time:

- Add language providing that in the event a Reduction in Time (a “RIT”), is imposed on a portion or all of the bargaining unit contemporaneously with a furlough agreed to or imposed on or for unrepresented or other represented (union) employees, the RIT imposed on SETC-represented personnel shall not include more harsh terms on bargaining unit personnel than applicable to furloughed employees. (This applies both to the amount of time reduced and as to other terms of the furlough, e.g., and without limitation, possible full accrual of sick leave and vacation or UCRP credits for furloughed employees). And in no event, shall the RIT reduce the time of Career, full-time employees less than the amount of hours required to maintain Health and Welfare eligibility and benefits.
- Modify sub-section D 2, Re-employment after Indefinite Layoff, to eliminate the reference to “Or who has received written notice of indefinite layoff or reduction of time within the two (2) calendar months prior to the layoff date.”
- Modify D 5 to say that the inquiry from management as to an employees’ continuing interest in recall must be written and be sent by registered, certified mail, and that the University must have written proof that the employee received the written inquiry, before recall rights will be forfeited.
- Modify D 9 in view of the modification to D 5 referenced above.

Article 19, Unit Work: Provide for a speedier mechanism than the current grievance and arbitration process to resolve disputes over what is unit work, including disputes over whether certain work is “skilled,” “semi-skilled” work and must therefore be assigned to bargaining unit employees, or is unskilled work and *arguably*, may be assigned to non-bargaining unit personnel. Such a dispute resolution mechanism shall include potential resolution by a “standing” arbitrator or other neutral party. (Current language allows for arbitration of these disputes, but the existing arbitration procedures are too cumbersome and slow, especially for these kinds of disputes.)

Article 20, Subcontracting: This article requires more internal discussion and review, and the union intends to make a final proposal after discussion with management, but the Union is likely to propose:

- A version of the CSU subcontracting clause, with exact language to follow.
- Further, we are likely to propose that in the event the Union can demonstrate that a job can be done with unit personnel, possibly augmented by Casual or temporary employees, for less cost than if sub-contracted, and without significantly affecting maintenance responsibilities, the University shall assign the work to unit personnel.
- In addition, where the amount of work sub-contracted to outside contractors on an annual and recurring basis could create one or more full-time or part-time bargaining unit positions, (or a combination thereof), (e.g., painting jobs),

management will hire additional bargaining unit personnel for the performance of such routine and recurring work instead of continuing to contract out the work.

- **Modify C, to the extent not already provided for in the language to be supplied as suggested above, to provide for a minimum of 90, not 30 days' notice to the Union.**

Articles 21 and 22, Grievance and Arbitration: Full review and extensive discussion with management required.

Article 23, Health and Safety: Change 23 D to substitute the word “shall” from the word “may” to provide that one bargaining unit employee shall accompany a representative of EH&S and of management on safety inspections.

Article 24, Joint Health and Safety Committee: Current contract language.

Article 25, Protective Clothing: Current contract language.

Article 26, Uniforms: Current contract language.

Article 27, Parking: The University shall supply free parking for all employees and all shifts.

Article 28, Mileage Reimbursement: Change the current language to require mileage reimbursement equal to the same terms and conditions as provided to those of the most generous reimbursement program/terms applicable to any UC employee.

Article 29, Medical Separation: Further legal review and discussion with management as to compliance with law and other factors.

Article 30, Work Incurred Injuries: Further legal review and discussion with management as to compliance with law and other factors.

Article 31, Reasonable Accommodation: Further legal review and discussion with management as to compliance with law and other factors.

Article 32, Union Stewards:

- **Provide for a Chief Steward for the Campus (including Housing), and a second Chief Steward for Health Sciences, with eight additional stewards from all departments as the Union shall exclusively have the right to appoint or elect, for a total of ten stewards.**
- **Cover the subject of release time, now covered in the Grievance Article, this Article 32, Article 33, Labor Management Relations and 34, Union Access and Rights, as well as other articles. Also, provide a definition of Paid Release and Release Time for Union Business Leave, (“UBL”), to distinguish between leave which the Union shall reimburse the University and that which is paid to employees but is**

unreimbursed. Comprehensive language to be provided, to include, without limitation, Paid Release to investigate grievances including potential and filed grievances, and greater release time on the day of grievances or Labor-Management meetings, and for attending meet and confer sessions, safety inspections, etc. Final language to be provided.

Article 33, Labor Management Meetings: Re-write this article to among other changes, provide that

- Department managers and not just LR/HR representatives, shall participate in Labor-Management meetings,
- Discuss the frequency of the same,
- Eliminate any restriction on the discussion of pending grievances at these meeting and elaborate on the existing language, which says that these meetings are not considered to be “meet and confer” sessions, to say that where meeting and conferring *is* required or agreed to, it shall be conducted at separate meetings for which Paid Release time shall be provided, and that management may not rely on any discussion of work-place problems or contemplated changes in the subjects of bargaining that takes place at a Labor-Management meeting towards the satisfaction of a legal or contractual obligation to “meet and confer” relative to that subject.

Article 34, Union Access and Rights: See bullet No. 2 under Article 32, above.

Article 35, Dues Deduction, Union Security: Current contract language.

Article 36, Personnel Files: See proposed new definition of “Personnel File” to apply that phrase to all files pertaining to an individual employee, by HR/LR and/or the employees department and/or his supervisors. Also, provide language requiring the automatic purging (destruction and elimination) from Personnel Files of any materials required to be eliminated after the elapse of a certain amount of time, e.g., warning notices, *and without the necessity of an employee having to request the same.*

Article 37, Training and Development: Current contract language.

Article 38, No Strike/No lockouts:

- Limit the reference to barred “concerted activities” to limit only “economic action” other than strikes, e.g., work slowdowns, etc., involving a withholding of labor or possible illegal activities such as sabotage, but clarify the prohibition on “concerted

activities” in Art. 38 does *not* apply to *lawful* concerted activities not involving a withholding of labor, which could include making financial donations to other unions, walking on their picket lines, participating in joint legislative lobbying or other lawful concerted activity.

- Provide language saying that under no circumstances will SETC personnel be required to perform the work of another bargaining unit or their members, (No “scabbing.”)
- Review the Union’s commitment to maintain critical services with management. Proposals to follow.

Article 39, Death Benefits: Current contract language.

Article 40, Insurance and Retirement Benefits: Complete review of this Article, but minimally:

- Provide greater notice to the Union of contemplated changes in plan benefits
- Full day Paid Release for up to four UCSD employees, (one each from HDH, Health Sciences, Facilities and SCIO or other department identified by the Union, to attend meetings with UCOP relative to system-wide benefits

Article 41, Shift Differential:

- Final language to be provided, but increase the shift differentials for the Second Shift to \$2.50 an hour, the Third Shift to \$3.50 an hour;
- Change 41 C to provide that the Shift Pay is due after working $\frac{1}{4}$ of the shift or after 2 hours;
- Change the Shift premium provided for under D for variable shifts, to \$3.50.

Article 42, Apprenticeship Program and Addendum: Current contract language.

Article 43, Wages:

- Art. 43 B: Increase the premium for Leads to 10% above the highest rate of pay for a classification they are assigned to “lead.
- Also, provide for the possibility of Multi-Trades Leads in Facilities, HDH and other departments, as well as for Health System employees. The additional premium for “Multi-Trades Leads” shall remain 4% over the premium of regular Leads, but change the reference in Art. 43 B 2 14% not 11.5%.
- Eliminate all other merit based or discretionary pay premiums with the exception for Special Awards that are paid to all employees who meet an objective criteria i.e., a special award based *not* on a subjective evaluation of the employee’s job performance, but an objective criteria: e.g., no merit pay but Special Awards to all employees maintaining a perfect attendance record, or to all employees in a

department that meet an established performance goal, are permitted. Final language to be provided.

- Provide for a across the board general wage increase in the Base Hourly Rate of Pay, (as that phrase is specifically defined in Article 3), for all classifications, by 7% effective July 1, 2015, 5% effective July 1, 2016, 5% effective July 1 2017.
- Provide that all increases including but not limited to increased premiums, shift differentials, etc. shall be fully retroactive and be effective as of the expiration date of the 2012 – 2015 MOU, i.e., full retroactivity for wage increases, to September 30, 2015.
- Under no circumstances will any employee working for the University at the time of the ratification of the new MOU, suffer a loss or reduction in their rate of pay.
- Negotiate a rate of pay for all new classifications, but for the three classifications that are offered in lieu of the Specialist rate of pay currently provided for in Art. 43 E, the rate of pay shall be equal to current rate of pay *inclusive of their 5% Specialist premium*.
- New language providing for Longevity Pay: 2% above the Base Hourly Rate of Pay for all classifications for every five years of service, so 2% at five years of service, 4% above the Base Hourly Rate at 10 years of service, 6% at fifteen years of service and so on.
- First Responder and Hazardous Work Pay: An additional 5% premium (in addition to all other premiums) for employees performing Hazardous Work or First Responder duties. Discuss these concepts and provide a definition for both concepts in Article 3, Definitions.
- Possible “Me-too” (or “Most Favored Nations” clause), to be added to Art. 43. (Possibly, to require increases in pay provided to other represented employees to be implemented for the SETC unit).

Article 44, Severability: Current contract language.

Article 45, Waiver: Complete review and more discussion with management required. Final proposal to follow.

Article 46, Duration: To be discussed. If more than three years, discuss additional wage increases in fourth, *et. seq.*, years.