



TEAMSTERS LOCAL 2010

An Affiliate of the International Brotherhood of Teamsters

Jason Rabinowitz

Secretary Treasurer and Principal Officer

August 12, 2016

Transmitted Via U.S. & Electronic Mail: asolana@chr.ucla.edu

Anthony Solana, Jr., Director
Employee & Labor Relations
Campus Human Resources
10920 Wilshire Boulevard, Suite 200
Los Angeles, California 90024

Re: Teamsters Local 2010 Initial Proposals

Dear Mr. Solana:

Pursuant to the public notice requirements of California Government Code §3595, Teamsters Local 2010 is providing our initial proposals for bargaining an agreement on a memorandum of understanding for the University of California Los Angeles Skilled Crafts (K4) Bargaining Unit.

Teamsters Local 2010's proposals are based on the premise that it would be in the best interests of all parties concerned to continue the process of good faith negotiations on a successor agreement that has already been initiated. To that end, Teamsters Local 2010 proposes the following:

- I. ARTICLE 45. WAGES
Fair wage increases that make up for the years the unit has gone without a raise, based on inflation and prevailing wages.
- II. ARTICLE 34. INSURANCE AND RETIREMENT BENEFITS
Maintain existing benefits, plans and coverage while avoiding increased costs to employees.
- III. Honor the tentative agreements reached with the unit in the during the course of good faith negotiations which were interrupted last year, and continue negotiations from the point at which those negotiations were stopped, with the following exceptions:

NORTHERN CALIFORNIA

400 Roland Way, Suite 2010
Oakland, CA 94621

(510) 845-2221 | (510) 845-7444 Fax

Our Work Makes California Work!



www.teamsters2010.org

SOUTHERN CALIFORNIA

9900 Flower Street
Bellflower, CA 90706

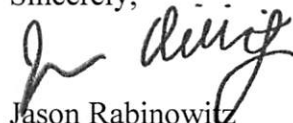
(562) 376-4710 | (562) 376-4709 Fax

- a. Adjust Article 36 - Dues Deductions to meet the requirements of Teamsters Local 2010
- b. Adjust Article 39 - Subcontracting Unit Work to provide protections against improper subcontracting and resulting layoffs.
- c. Adjust Article 40 – Union Rights to provide appropriate Union access.
- d. Adjust Article 42 – No Strike, No Lockout to provide appropriate protection for concerted activity.
- e. Adjust all Articles to replace the name of the previous representative with Teamsters Local 2010

Local 2010 looks forward to expeditiously reaching a fair agreement in a harmonious and cooperative manner that ensures the fullest participation of employees in the determination of conditions of employment which affect them and which works for the best interests of the students and our community.

I can be reached at (510) 220-7828 or via email at jrabinowitz@teamsters2010.org if you have any questions.

Sincerely,



Jason Rabinowitz
Secretary Treasurer

Attachment: ?SETC – United’s “-Concept Document”



**STATE EMPLOYEES
TRADES COUNCIL UNITED**

We've been on your side since 1976



June 24, 2013

EMAIL & PERSONAL DELIVERY

Lynn Thompson
Director of Labor Relations
University of California, Los Angeles
10920 Wilshire Blvd., Suite 200
Los Angeles, CA 90024-6504

RE: SETC-United 2013-2015 Initial Contract Proposals: UCLA Skilled Trades Unit - Sunshine Procedure

In accordance with our Contract and PERB Regulations, SETC-UNITED is hereby submitting its 2013 Initial Contract Proposals for the Skilled Crafts Unit for posting and UCLA Initial Response. These Proposals are based on Contract Surveys received from our members and input at General Membership Meetings. SETCU expects to have these Proposals "sun-shined" in accordance with the Public Notice requirements of HEERA.

This document, titled, **SETCU 2013-2015 Initial Contract Proposals: UCLA Skilled Trades Unit – Sunshine Procedure**, summarizes our proposals for each Article and Appendix. Attachment A, provides the entire current MOU, annotated with specific changes, highlighted to easily identify all proposals by SETC-UNITED to improve the wages, hours, and terms and conditions of our successor agreement. We believe these changes will benefit SETC-UNITED and UCLA by clarifying areas of chronic concern, and improving the cooperative working relationship we are both daily striving to improve.

SETCU will stand ready to meet and confer in "good faith" on the Successor Contract starting the week of June 24, 2013. The SETCU Business Manager and/or SETCU Chief Steward at UCLA will confirm the eight-member SETCU Negotiating Committee, with Alternates in the near future.

SETCU looks forward to the preliminary discussions with you to work out logistics, ground rules, meeting location(s), and paid release time for the employees involved. We look forward to a very productive and long working relationship.

4. Protect UCRS – Retirement Benefits:

Article 34: Benefits

UCLA & SETCU agree to negotiate to “impasse” any “employee contributions” to the DC Plan or UCRS for each;

- UCLA & SETCU agree to negotiate to “impasse” on any increases to the Univ. of Cal. Retirement System (UCSR);
- UCLA will not increase the “employee contributions” to the UCRS without express approval of SETCU membership.

5. Increase Benefits: UC Health, Dental, & Vision Plans:

Article 34: Benefits & Health Plans

- UCLA & SETCU agree to negotiate “improvements” to both the UC Dental & UC Vision Plans;
- The parties agree that any improvements will be attached to the SETCU Agreement: 2013 – 2015;
- The parties agree to “maintenance of benefits” on all medical, health, & hospitalization plans at the same level as provided in 2011 – 2013, during the life of this Agreement;

6. Sick Leave & Vacation Earned Benefits:

Articles 17 & 18 – Vacation & Sick Leave and Articles 22 & 23

- The parties agree to ensure that “workers compensation” benefits are maintained at the optimal level, in accordance with Article 19;
- The parties agree to negotiate an increase in the vacation formula effective October 1, 2013

7. Changes to “Winter Closure” (3 days maximum):

Article 16: Holidays

- Shall grant vacations during Winter Closure – unless emergency according to class and shop
- UCLA & SETCU agree to negotiate future Winter Closures dates and language to ensure that Unit employees will not be required to use more than three (3) days during any Winter Closure breaks on “vacation, sick leave, or AWOP” during the life of this Agreement;
- The parties agree to increase the number of holidays in the contract, including a “personal holiday” (i.e. birthday and Columbus Day)

12. Limit Contractors Performing Bargaining Unit Work:

Article 38 & 39: Unit Work & Subcontracting

- The parties agree that no contractors will displace either "Casual/Limited term" or "Career Positions" in the Unit;
- The parties agree to ELIMINATE the language to allow "Supervisors" or "Managers" to perform Bargaining Unit work, except in cases of emergency;
- The parties agree to negotiate new Language: To Limit the use of various Contractors who perform work on a regular basis all over Campus ("subcontract work which has been contracted in the past") such as:
 - 1) Construction Work Order Contracts (CWOC) or Construction Work Order Agreements (CWOA): Examples include: ACCO; Trane; Siemens; Johnson Controls; Precision Plumbing; Nat'l electric (N.E.C.); Dick Weiss; etc.
 - 2) Job Order Contracting (JOC) at the Santa Monica Medical Center;
 - 3) Housing Department vendors; broker campus crafts to provide services during periods of vacancy

13. Health & Safety Concerns:

Articles 29, 30, & 31: Safety Committee, Safety Procedures

- The parties agree to negotiate a procedure for joint SETCU-UCLA Inspections of all shops, worksites including the safety committee on a quarterly basis;
- The parties agree to discuss practice of assigning Trades workers to "unsafe jobs"; and procedure to file complaints
- SETCU will appoint a campus Safety Steward to be on the Safety Committee.
- Reestablish the Safety Committee and commit to quarterly meetings.

14. Union Protections:

Article 40 & 41: Union Rights & Labor – Management Relations:

- The parties agree to designate Labor-Management Meetings on certain topics are indeed "meet and confers" under HEERA including Meetings on UCRS and other agreed-upon topics;
- The parties agree to eliminate all restrictions on Steward activity, paid release time, and 24 hour notice

15. Grievance Procedures & Discipline:

Article 25, 26, & 27: Grievance & Arbitration

- The parties agree to ELIMINATE the limit of sixty (60) days for Arbitrator's "back pay" awards;
- The parties agree to negotiate more "protections" in the Discipline Procedures;
- The parties agree to ELIMINATE all restrictions on employee participation and giving 24 hour notice for related activity – to as needed;
- The parties acknowledge that notification does not and will not ever include a form or the right of Management to restrict Union activity

II. Secondary Issues:

16. Classification & Reclassifications:

Article 2:

- Bargaining Unit employees work shall be documented in their job descriptions and "2013 Revised" Class Specifications as identified by SETCU.
- Class Specifications will be ATTACHED to the back of the Contract before printing and will not be changed during the life of this Agreement
- Any Bargaining Unit employee who believes his/her Job Description and Class Specifications are improper shall request an impartial Job Review and Audit of his/her job.
- Thirty – six percent (36%) still believe that they are "working out-of-class" in their current jobs.
- No employee shall be assigned any work not in the series concepts

17. Nondiscrimination in Employment:

Article 4

- SETCU will review and determine if any changes need to be made;
- NOTE: 16.97% of UCLA Trade believe they have "experienced discrimination (as determined by State or Federal laws) i.e. Age, Gender, Race, Medical Condition/Disability, Religion, Sexual Preference, Union Affiliation, etc.

18. Apprentices:

Article 9:

- General Provisions: C.3 "Selection of apprentices shall be with input and approval of the JATC and its JATC Sub-Committee;
- The Apprentice Standards shall be revised to enable the Apprentice Program to become State Certified by the State Division of Apprenticeship Standards (DAS) by October 1, 2014;

19. Pay Differentials:

Article 15:

- Shift Differentials: Swing shift –Increase from \$1.40/hr to \$2.00/hr; Increase from \$2.00/hr to \$3.00/hr
- Hazardous Duty Differential: Increase from \$1.00/hr to \$5.00/hr for all hazard assignments;
- ADD – Special Certifications & Licenses:
 - 1) State Electrical Certification: \$2.50/hr increase to \$5.00/hr
 - 2) City/County Plumbing Certification: increase to \$3.50/hr
 - 3) City/County Operating Engineer Licenses: \$2.50/hr increase to \$3.50/hr
 - 4) Other Licenses & Certifications – to be identified at a later date
 - 5) Subject to meet and confer upon request of SETCU.

20. Other Pay Items:

- WAGES: Effective October 1, 2013, UCLA will increase Wages for all Skilled Trades, based on the following factors:
 - 1) SETCU – University Market Salary Surveys; plus (+)
 - 2) Higher Education Compact Formula, i.e., 4.0% (+)
 - 3) State DIR – Los Angeles – Long Beach Consumer Price Index (CPI); 2013 to the present (SAME as Regional Stipend);
 - 4) STATE DIR: Prevailing Wages in Los Angeles County for a Trade & Crafts doing comparable work;
- Cost-of-Living Adjustment (COLA): A COLA based on the CPI Index and Higher Education Compact;
- Equity Increases: Each designated Trade Class will be increased by the amount needed to close the "gaps" for those Trade farther out of whack: Carpenters; Painters; Electricians; Plumbers; Locksmiths; Sign-Markers; Sheet Metal Workers; Operating Engineers; etc.
- LONGEVITY Increases: Additional one (1) percent pay years of service: 3, 6, 10, 15, 20, 25, 30, 35, & 40 years;

- Increase LEAD WORKERS PAY from 7.5% to 15% above the highest paid worker in the shop;
- Re-establish the Service Engineer Pay Level: Twenty percent (20%) above Operating Engineer pay;
- Apprentice Pay Rates: Automatically go up with specific Journey TRADE Increase;

NOTE: SETCU reserves the right to add, subtract, delete, modify these proposals until such time is reached on the entire contract, including any and all wage increases.

Respectfully submitted,



Tom Trooien, SETCU Labor Consultant



Gary Comer, SETCU/ UCLA Chief Steward

cc: Howard Pripas, UCOP Labor Relations
UCLA Negotiating Committee
Herb Dickerson, SETCU Business Manager