



May 16, 2017

Patty Donnelly  
Manager, Labor Relations  
University of California  
Office of the President  
300 Lakeside Dr., 10th Flr.  
Oakland, CA 94612

UNIVERSITY  
PROFESSIONAL  
AND TECHNICAL  
EMPLOYEES

CWA Local 9119  
AFL-CIO

■  
representing  
employees at the  
University of  
California

■  
P.O. Box 4443  
Berkeley, CA 94704

phone (510) 704-8783  
fax (510) 704-8065  
info@upte-cwa.org

■  
[www.upte.org](http://www.upte.org)

Dear Ms. Donnelly,

This will serve as notice of UPTE-CWA 9119's intent to open successor negotiations on Healthcare Professionals Unit agreement. UPTE's initial proposals regarding the articles and appendices we intend to open are attached. UPTE reserves the right to modify or delete any proposals as well as to add additional proposals.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jamie McDole', written over a light blue horizontal line.

Jamie McDole  
Chief Negotiator  
UPTE-CWA 9119

HX ARTICLE	HX PROPOSAL
Article 1 – Agreement	<ul style="list-style-type: none"> <li>- Update with new agreement date</li> <li>-Notice for creation of new job titles goes to systemwide office</li> </ul>
Article 2 – Access	<ul style="list-style-type: none"> <li>- Improve access to new employees with UC paid time for group and individual orientations for all new represented employees within 1 week of employment</li> <li>- Language to implement Union’s right to information for actual location of where work is to occur and information about employee’s supervisor</li> </ul>
Article 3 – Arbitration	<ul style="list-style-type: none"> <li>- Remove right to separate arbitrability hearing</li> <li>- Update Arbitrator panel</li> </ul>
Article 4 – Campus Closure	<ul style="list-style-type: none"> <li>-All employees forced to not work due to a campus closure shall be on leave with pay and not be required to use vacation</li> </ul>
Article 5 – Compensation	<ul style="list-style-type: none"> <li>-Provide across-the-board wage increases of 6% as well as market equity increases for positions that are further behind the market than the unit as a whole</li> <li>-Add bilingual stipend</li> <li>- Guaranteed annual step increases</li> <li>- Guaranteed annual lump sum in lieu of step increase for non-probationary career employees at the range max or above the range</li> <li>- Longevity steps for employees who have reached the top of their pay range</li> <li>- Add evening, night and weekend/holiday shift differential to all titles without an established differential</li> <li>- Increase all currently existing shift and weekend/holiday differentials</li> <li>- Increase or establish on-call rates</li> <li>- Clarify restricted and un-restricted on-call status</li> <li>- Hazardous pay differential</li> <li>- LBL: place all employees on step pay plan, eliminating matrix</li> <li>-adjust pay scales in series to allow for increased compensation for higher levels</li> <li>-increases effective first day of month</li> </ul>
Article 6 – Corrective Action	<ul style="list-style-type: none"> <li>- Reduce timeframe for required notice to union for suspension or reduction in pay</li> <li>- Eliminate disciplinary salary decrease</li> </ul>

	<ul style="list-style-type: none"> <li>- Add notice language for representation to make consistent with the HX contract</li> <li>-Improve language on notice to union on disciplinary action to enable fair representation</li> </ul>
Article 7 – Union Dues & Agency Fee Deductions	<ul style="list-style-type: none"> <li>-Revise provisions regarding dues, agency fees, authorization cards and cancellations</li> <li>-Review and update charity choices for objectors</li> </ul>
Article 8 – Grievance Procedure	<ul style="list-style-type: none"> <li>- increase time limits at all steps to 90 days to more accurately reflect current practice</li> <li>- electronic filing of grievances and appeals</li> </ul>
Article 9 – Health and Safety	<ul style="list-style-type: none"> <li>- Employee shall have the right to refuse unsafe assignments</li> <li>-Strengthen health and safety committee language</li> <li>-Establish safe staffing levels</li> </ul>
Article 10 – Holidays	<ul style="list-style-type: none"> <li>- Add MLK Day and December 24 to premium holiday list to receive time and one half for hours worked</li> </ul>
Article 11 – Hours of Work	<ul style="list-style-type: none"> <li>- Increase notice times for schedule changes</li> <li>-Pay employee for missed breaks and lunches</li> <li>-Improve overtime language</li> <li>-No mandatory overtime</li> <li>-Add language on rest period between shifts</li> <li>-Improve work life balance protections for more senior employees by giving more senior employees first preference to opt out of working weekends, evenings or other difficult shifts</li> </ul>
Article 13 – Layoff and Reduction in Time	<ul style="list-style-type: none"> <li>-Limit conditions for a layoff</li> <li>-Strengthen Preferential Rehire Language, including special preference over outside applicants</li> <li>-Preferential hiring for student workers over outside applicants</li> <li>-Redefine layoff unit as campus</li> <li>-Expand alternative of offering vacant positions to laid off employees with provision of short-term training</li> </ul>
Article 14 – Leaves of Absence	<ul style="list-style-type: none"> <li>-Create paid family leave benefit</li> </ul>
Article 15 – Leaves for Union Business	<ul style="list-style-type: none"> <li>- Provide paid release time at University’s expense rather than UPTE’s expense</li> <li>-Limit time frame for billing for UBL</li> </ul>
Article 22 – Nondiscrimination in Employment	<ul style="list-style-type: none"> <li>-Strengthen sexual harassment protection</li> <li>-Strengthen immigrant rights</li> <li>- Remove limit on grievance at step two and make eligible to grieve up to arbitration</li> </ul>

Article 23 – Out of Class Pay/Temporary Assignment	-Strengthen out of class pay provisions
Article 24 – Parking	-No increase in parking rates for term of contract -Expand public transportation programs and incentives
Article 25 – Performance Evaluation	-Strengthen dispute language
Article 27 – Positions / Appointments	-Strengthen limited appointment conversion rights -Establish per diem conversion rights -Additional career, limited appointment, per diem and student employees may only be hired after offering, in seniority order, career employees additional appointment time up to 100% -Establish ratio of career to limited appointment/per diem/student employee to 90:10. -Strengthen ratio of career to limited appointment/per diem/student employee -Restrict unilateral changes to job description and scope of practice
Article 28 – Probationary Period	-Eliminate probationary period for conversion from non-career to career if employee has worked at least 12 months continuous service at 50% or more, or reduce probationary period to 3 months if had continuous service of 50% or more for at least 6 months
Article 29 – Professional Development and Education Leave	- Employee tuition discount shall extend to an employee’s dependents - Employee tuition will be completely waived for up to 1 class/quarter or semester - Training funds to attend conferences or other work related training - Pay for certification programs
Article 32 – Release Time for Bargaining	-Increase number allowed on release time for pre-bargaining to include entire team -Clarify chief negotiator eligibility for paid release time if a UC employee
Article 35 – Shift Differential	-Further define evening and night differential for clarity
Article 36 – Sick Leave	-Clarify use of sick leave for kin care -Add language defining sick leave for exempt workers -add language for paid bereavement leave
Article 37 – Subcontracting	-Strengthen subcontracting language

	<ul style="list-style-type: none"> <li>-No contracting out existing or new work</li> <li>-Insourcing of specified work to be bargained by the parties (including staffing minimums to assure adequate staffing to handle the insourced work)</li> </ul>
Article 40 – University Health and Welfare	<ul style="list-style-type: none"> <li>-Limit changes to medical networks and providers</li> <li>-Maintenance of all benefits, including no increase in premium, co-pay or co-insurance</li> <li>- Discount for selecting UC providers</li> <li>- Discount for selecting UC self-insured plan</li> <li>- Restore retiree healthcare eligibility to pre-2013 criteria for all represented employees</li> <li>- pre-funding retiree health benefits</li> <li>- no increased costs for retiree health benefits</li> </ul>
Article 41 – UC Retirement and Savings Plan	<ul style="list-style-type: none"> <li>- Free access to UC recreational facilities</li> <li>- UPTE representation on pension board</li> <li>- No increases to employee pension contribution and reduction in employee pension contribution if UC reduces pension contribution</li> </ul>
Article 47 – Duration of Agreement	<ul style="list-style-type: none"> <li>- Update with new duration and related changes</li> <li>- Release time to prepare proposals</li> <li>- Simultaneous presentation of proposals</li> </ul>
Article 48 – Respectful and Fair Treatment	<ul style="list-style-type: none"> <li>-Remove limit on grievance at step two and make eligible to grieve up to arbitration</li> </ul>
Appendix A--Wages	Update
Appendix B—Enumeration of University Benefits	Update
Appendix C—List of Arbitrators	Update
Appendix D—Grievance Forms	keep
Appendix E—Sideletter Inactive HX Titles	keep
Appendix F—UC Davis Med Center Premium Pay for Holidays	keep
Appendix G—Sideletter: UC San Francisco Holidays	keep
Appendix H—Parking 12-13-13 UC Proposal	keep
Appendix I—Sideletter: UCLA-UCLAMC Experience Based Placement within Ranges 6-6-07	keep
Appendix J—Sideletter: PTO at UCLA Med Center	keep
Side Letter—PTO Opt-Out Procedure for Dietitian II's and Senior Dietitians	delete
Side Letter—UC and UPTE Case Manager Accretion	delete
Side Letter—UCLA Speech Pathologists	delete
Side Letter—Retiree Health Trust Fund	keep
Side Letter—Notification Addresses	Update