

Friday, November 30, 2018

Dear Tony DiGrazia,

The following conceptual proposals represent a preliminary list of those articles of the contract that the Union of Physicians and Dentists (UAPD) will propose to change, modify or amend. The submission of this “Sunshine” document is entirely without prejudice to the Union’s ability to modify, amend, substitute or withdraw any or all of these proposals depending upon the course of bargaining, discussions with management of these issues and information learned through management responses to Union proposals. In addition, the Union reserves the right to submit additional proposals or possibly, to propose to open additional articles of the contract, as negotiations progress either initially or in response to management proposals.

In addition to fulfilling the “Sunshine” requirement, our hope is that by starting with a discussion of conceptual proposals, the parties can focus on mutual problem solving without prematurely becoming positioned into contract language changes. My experience in bargaining is that a respectful, fact-based, problem solving dialogue produces the best results for both parties—not only in terms of the contract, but in all the benefits that flow from harmonious labor relations. In that spirit, please find UAPD’s conceptual proposals below.

Sincerely,

Tim Jenkins

Senior Labor Representative/Organizer

UAPD

UAPD Conceptual Proposals to the UC. November 30, 2018

DURATION: Negotiable and dependent on all other terms and conditions.

ARTICLE 2 METHOD OF NOTICE TO UAPD. UAPD proposes to update our mailing address.

ARTICLE 3 NONDISCRIMINATION IN EMPLOYMENT. Section A: UAPD proposes that this article be changed to reflect UC's agreement to expand non-discrimination protection as federal and state law expand protections, but not to reduce current protections if federal and/or State law restricts protection.

ARTICLE 3 NONDISCRIMINATION IN EMPLOYMENT. Section B. UAPD proposes that this article be changed to reflect UC's agreement to stop blocking victims of discrimination from having their claims adjudicated before a neutral third party with a binding decision.

ARTICLE 4 POSITIONS AND APPOINTMENTS: UAPD proposes that this article be changed to reflect UC's agreement to not use Per Diems in lieu of hiring permanent or temporary staff. Also, Per Diems working at least an average of 20 hours a week shall enjoy prorated benefits, sick leave, and vacation accrual. 4. UAPD proposes that this article be changed to reflect UC's agreement to not unilaterally change per diem requirements without mutual agreement with UAPD.

ARTICLE 5: OUT OF CLASSIFICATION ASSIGNMENTS / PROJECT COORDINATION OR LEAD WORK FUNCTIONS: UAPD proposes that this article be changed to reflect UC's agreement to not rotate out-of-classification assignments to avoid paying out of classification differential.

ARTICLE 7 CONTINUING MEDICAL EDUCATION / PROFESSIONAL DEVELOPMENT. C. CME Reimbursement: UAPD proposes that this article be changed to reflect UC's agreement to a minimum individual members with an annual reimbursement based on either The City and County of San Francisco or Kaiser, whichever is higher.

ARTICLE 8 STATE LICENSE REIMBURSEMENT. UAPD proposes that this article be changed to reflect UC's agreement to reimburse all members for licenses required by the employer. In addition, UAPD is willing to discuss choosing a different certification organization for cost savings.

ARTICLE 10 PROBATIONARY PERIOD. UAPD proposes that this article be changed to reflect UC's agreement to not extend the probation of an employee because UC has changed their supervisor.

ARTICLE 10 PROBATIONARY PERIOD Section C. UAPD proposes that this article be changed to reflect UC's agreement to not release an employee from probation if they have not had a performance appraisal within at least 2 months prior to the end of their probation.

ARTICLE 11 PERFORMANCE EVALUATION. 4. UAPD proposes that this article be changed to reflect UC's agreement to not implement a new evaluation tool while still under the legal obligation to meet and confer with UAPD.

ARTICLE 12 OFFICIAL PERSONNEL FILE. D. UAPD proposes that this article be changed to reflect UC's agreement to not place in a member's personnel file any complaint or action filed by the employee against the employer—including, but not limited to whistleblower and discrimination complaints.

ARTICLE 12 OFFICIAL PERSONNEL FILE. Number 2. UAPD proposes that this article be changed to reflect UC's agreement to reduce time for discipline in file to 1 year and removal without member request.

ARTICLE 14 POLICIES, BY-LAWS AND PAST PRACTICES NOT COVERED BY AGREEMENT. 3. UAPD proposes that this article be changed to reflect UC's agreement to not implement changes while under the legal obligation to meet and confer with UAPD.

ARTICLE 15 LABOR-MANAGEMENT MEETINGS. UAPD proposes that this article be changed to reflect UC's agreement to increase paid release time members to (2) two. B.

University-Wide Labor-Management Meetings: UAPD proposes that this article be changed to reflect UC's agreement to strike the requirement that each UAPD participant must be from a different campus.

ARTICLE 16 DOCTORS' MEETINGS. UAPD proposes that this article be changed to reflect UC's agreement to stop requiring the attendance of a management-selected note taker.

ARTICLE 17 PROFESSIONAL JUDGMENT: UAPD proposes that this article be changed to reflect UC's agreement to allow disagreements regarding professional judgement to be decided by a neutral, mutually selected subject matter expert.

ARTICLE 18 HOURS OF WORK. 4. b. 1. and b. 2. UAPD proposes that this article be changed to reflect UC's agreement to not implement new hours of work while still under the legal obligation to meet and confer with UAPD.

ARTICLE 19 COMPENSATION. UAPD proposes to increase compensation, with exact amounts to follow consideration and discussion of the following:

1. The increased cost of living and housing in California
2. Equity with other bargaining units (including consideration of step raises and across the board raises)
3. Recruitment and retention considerations
4. Job market comparisons
5. Equity with non-UAPD contractors performing bargaining unit work
6. Consideration of compensation for specialists
7. Equity between campuses

ARTICLE 20 UNIVERSITY BENEFITS. A. 2. UAPD proposes that this article be changed to reflect UC's agreement to not reduce current benefits and to limit future employee contributions.

Also, UAPD proposes to extend the benefit of UC providing fertility treatment to same sex couples.

ARTICLE 22 VACATION. C. UAPD proposed to increase the maximum vacation accrual to 544 hours.

ARTICLE 28 SUBCONTRACTING: UAPD proposes that this article be changed to reflect UC's agreement not to subcontract out bargaining unit work.

ARTICLE 34 GRIEVANCE PROCEDURE: UAPD proposes that this article be changed to reflect UC's agreement that since UAPD missing a timeline results in the forfeiture of the grievance, failure by the employer to respond to a grievance within timelines results in granting of the grievance. Also, change to reflect that any question of arbitrability will be heard by the same arbitrator hearing the merits of the grievance. Under B. Add that only one management representative may be present and if there is more than one then only one may be the spokesperson. UAPD proposes to add the arbitrator list referenced.

ARTICLE 46 RELEASE TIME FOR BARGAINING. A. 2. UAPD proposes to delete the retirement that no two bargaining members come from the same campus.

APPENDIX. UAPD proposes to update the membership form.

SIDE LETTER 4: UAPD proposes to annul and delete this side letter.

NEW ARTICLE: UAPD proposes to allow additional administrative time for those members significantly impacted by CURES requirements.

NEW ARTICLE: Maintenance of Care: UAPD proposes to not reduce the current ratio of doctors to students.

NEW ARTICLE: Job Sharing: UAPD proposes to allow for job sharing by mutual agreement between UAPD and UC.