

February 9, 2008

Shelley Nielsen  
Assistant Director  
Labor Relations  
Office of the President  
University of California  
300 Lakeside Drive, Suite 1218  
Oakland, CA 94612-3550

RE: Sunshine Letter #2 for TX & RX Contract Negotiations

Dear Shelley,

This letter is to provide more detailed information to the University of UPTC-CWA 9119's proposals for negotiations for both Technical (TX) & Research (RX) Units for the upcoming contract negotiations.

**ARTICLE 1-ACCESS**

A.2.-Delete.

B. 1.-Delete "reasonable".

B. 1. -Access by the union...Remove last part of this paragraph beginning with "the union representative shall give notice upon arrival in accordance with local campus/Laboratory/hospital procedures."

B.4.-Delete B.4. Insert "UPTC-CWA will be sensitive to patient privacy and needs."

C-Increase number of employee representatives from 1 to 4. Propose new language providing for fully paid release time for equivalent of 1.0 FTE for union business.

C.2.-Increase number of hours available for use from 10 to 40. Delete everything after, "...thereafter".

C.2.a. - Increase number of hours available for use from 10 to 40.

C.2.b. - Increase number of hours available for use from 10 to 40.

C.2.c. - In sentence #2, delete everything after "...granted".

C.2.d. - Increase number of hours available for use from 10 to 40. Delete most of current language.

C.2.e. - Make "meet and confer". Delete last sentence.

D.1.-Non-restricted access to meeting rooms and bulletin boards. Remove "reasonable". Propose new language for UC to provide free of charge, an UPTC office on each campus. Increase number of hours from 10 to 40.

D.2. - Replace existing language with "**The University will provide UPTC with their own locked bulletin boards at the University's expense.**"

F-Make mandatory sharing of employee work location (to include building an room number; email address, and work phone number.

G.1. -Change sentence #2 to read, "The University **will pay for all printing and distribution costs.**"

G.2. – Make necessary changes to align with Article 1, G.1., and allow for paid release time of 4 UPTe representatives to meet for 8 days to blue line contract.

I-Provide email addresses for all unit employees. Have email access for all unit employees. Protection language for workers and union activists.

J-Allow for union access and presentation during NEO meeting.

J.2. – Allow employees to attend UPTe meetings on paid work time, delete end of sentence after the comma.

J.3. – Delete section.

J.4. – Change to require "meet and confer" rights.

#### **ARTICLE 2-AGREEMENT**

B. - Delete "and all student employees whose employment is contingent upon their status as students,".

C. - Include "LBNL".

D-Increase notice and response times to 90 days for all parties.

D.1. – Require "meet and confer" rights over creation of any new job titles or title codes.

E-Require "meet and confer" process. Unresolved disputes will be grievable and arbitrable. Increase notice and response to 60 days.

F -Increase notice to the union to 60 days. Require "meet and confer" process.

G. - New language proposed recognizing card check.

H. - New language proposed acknowledging employer neutrality.

#### **ARTICLE 3-ARBITRATION PROCEDURE**

A-Include campus presidents and campus chief steward's ability to appeal to arbitration. Whole contract is grievable and arbitrable. Delete

A.2. - Change to include language which includes holding UC accountable to meet dates and deadlines. If they don't meet, UC defaults, UPTe automatically wins arbitration.

A.3. - Delete

A.8. - Change "30" to "60". Similar intent as A.2., UC to meet dates or UPTe wins by default. Upon notice, UPTe will have an additional 15 days to resubmit.

C.-Increase the number of allowed union representatives to 3. All would be on paid release time.

D.-UPTe chooses arbitrator. All conflicting language to be deleted.

E. - No bifurcation of arbitrations.

F. - Allow for extension of decision period if agreeable to both parties.

G.3. – Language change to read, "...borne entirely by **the University.**"

H. - Allow for arbitrator to increase remedies, benefits and reinstatement. Remedy shall not allow subtraction of interim earned wages, benefits, workers comp, unemployment, or other employment.

H.3. -Delete “not”.

I.1. – Propose language to state that, “The University will bear all costs of arbitration.”

I.2. – Propose language to state that, “The University will bear all costs of cancellation or postponement.”

J.4. - Increase number of employee representatives to 3 without loss of straight time pay.

J.5. -Delete “not”.

K. - UPTE may request expedited arbitration. No request shall be denied.

#### **ARTICLE 4-UNIVERSITY BENEFITS**

A-Change language to remove the university’s ability to make unilateral changes. Must meet and confer with Union on any proposed changes. Propose language to have UC pay for employee child care costs. Propose new language for vision plan to include laser surgery and progressive lens eye glasses.

B.1. - Increase maximum approved leave to 12 months. Delete last sentence. Replace with **“The employee will continue to pay their current monthly premiums, and UC will absorb all other costs.”**

B.3.c. – Delete sentence #2.

C. - Include meet and confer with Union over any proposed changes to employee benefits. Delete last two sentences of this section.

E. - UC to pay for 100% for all tuition costs.

F. – New language proposed to provide for free gym facilities membership for all unit employees.

#### **ARTICLE 5-CAMPUS/LAB CLOSURE**

A. - Include “meet and confer” for any proposed campus/lab closures. Delete references to management rights, “when feasible”, and last sentence of section.

B. - Propose new language to read, **“The University will pay all employee wages during a total or partial closure or curtailment of operations described in Section A.”**

C. – Delete section.

#### **ARTICLE 6-COMPENSATION**

All unit employees eligible for effective pay increases, to include probationary employees. Propose new language stating that AALAS Certifications are not mandatory for any listed job titles.

A-D-Remove eligibility restriction for less than satisfactory performance evaluations.

B.1. – Significant changes to propose for this section.

B.2. – Delete word “dishonesty”.

- E. - Increase AALAS Certification pay scales to \$100, \$200, \$300 & \$400. Increase cap to \$400/month. Change shift diff to 25% of hourly rate.
- K. - Propose new compensation rates for "Sea Pay".
- L. - Make unit employees eligible for all Incentive Award Programs (IAP).

#### **ARTICLE 7-CORRECTIVE ACTION/DISCIPLINE & DISMISSAL**

Proposed changes to include: Require simultaneous notice to UPTe for Investigatory Leave, Less than satisfactory Performance Evaluations, Written Corrective Action, Written Disciplinary Action, and Written Notice of Intent-To-Separate. Type of discipline that must be "Noticed" will be changed to include all discipline and include counseling memos. Include language prohibiting discipline or discharge without just cause. Corrective Action-Type of discipline, change rank in order of types of discipline to: warning, suspension, decrease, demotion, dismissal. Other substantive language changes to be proposed. Consideration must be given to mitigating circumstances.

C.3. – Change "15" to "3".

E.1.a. – Change "10" to "20".

E.2.c. – Change "10" to "15".

New language to provide for protection of "whistle blowers". Mandatory presence of a union representative for all potential disciplinary meetings.

#### **ARTICLE 8-DEVELOPMENT & TRAINING**

A.2.b. change to include that maintenance of a license is 'required' training.

#### **ARTICLE 10: GRIEVANCE PROCEDURE**

Propose language to allow for expedited handling of grievances when requested by the union. Also

F.1. – Delete section.

F.2 & 3. – Renumber to allow for deletion of F.1.

K. – Sentence #1, delete "may or may not" and insert, "shall". Delete sentence #2.

L. – Delete "not".

M.1.a.2. – Delete section.

M.1.b. – Delete section.

M.1.c. – Delete "not".

N. – Allow for grievability and arbitrability.

#### **ARTICLE 11-HEALTH & SAFETY**

Substantive changes will be presented at a later date.

#### **ARTICLE 12-HOLIDAYS**

A. – Add bullet item "Personal floating holidays-4 per year to be scheduled at employee's choice."

- B. – Replace current language with, “All employees are eligible to receive holiday pay. If the employee is less than full-time, they shall be paid a percentage dependent upon current appointment or average of hours worked per week, whichever is greater.”
- C. 2.b. – Replace “1 ½” with “3”.
- C.2.c. – Proposed language changes to be forth coming.
- D. – Delete everything after “holiday”.
- E. 2. – Delete section.
- G. - Proposed language changes to be forth coming.

#### **ARTICLE 13-HOURS OF WORK**

- B.2. – Change to read, “A work schedule is the normal hours of work for an employee within a workweek and will include a specific start time as well as a specific end time for each day the employee is to work.”
- B.3. – Delete last sentence.
- C.1.a. – Delete “When practicable”.
- C.1.b - Delete “When practicable”.
- C.1.c – Delete sentence #2.
- C.4.b. - Delete “When practicable”.
- C.4.c. – Include “meet and confer”.
- C.4.d. - Delete section.
- D. – Insert into sentence #3 “...shall be considered time worked **and the University will pay the employee a Meal penalty equal to one hour of the employees straight time rate of pay.** Next sentence to read, “The University may reschedule an employee's meal period during the work day **no more than two (2) hours in either direction** when operational needs...”
- E.2. – Delete section.
- E.3. – Delete section.
- F. – Delete sentence # 1.
- G. - New language will be proposed.
- H.3. – New item to read, “An employee leaving the worksite after a call-back but within nine (9) hours of beginning their next regularly scheduled shift shall be entitled to compensation according to section I.2.
- I. - New language will be proposed.
- J. - New language will be proposed.
- K. -CONSECUTIVE DAYS OF WORK: New language will be proposed.

#### **ARTICLE 14-INDEMNIFICATION**

Delete the last sentence.

#### **ARTICLE 15-LABOR/MANAGEMENT MEETINGS**

- A.-Require monthly meetings.
- C. – UC will pay for all related travel expenses.

#### **ARTICLE 16-LAYOFF & REDUCTION IN TIME**

A.4. - remove "if feasible" in the first sentence. Submit language to define layoff unit as an entire campus. Increase notice to 60 days. Changes in layoff unit may not occur more than once per year.

A.6.-Submit language that states the terms of this Article shall be standard practice for both the medical center and campus.

A.7. – Submit new language stating that the union and university will meet upon the request of either party.

C.1.a.-delete the word "feasible".

C.1.b.-If less than sixty (60) calendar days notice is granted for temporary layoff, the affected employee(s) delete (may)and replace with "shall" receive straight time to receive straight time.....

C.1.c.1. – delete "attempt" in sentence #3. Delete last sentence.

C.2. – Delete from the first sentence the word "feasible".

C.3. – Propose deletion, to be replaced by section H.

D.2.a.- Last sentence to read, "seniority provisions do apply".

D.3.a.1 - Remove the term "feasible" where it appears in paragraph.

D.4.b. - Add #4 "for four (4) years for more than ten (11) years of University service.

D.4.c. – New language to be inserted into the sentence...Employees recalled from layoff status who are not returned to their same job shall be "provided training to their new job duties to help assure their ability to do this job."

D.5.a.- End of paragraph define term "timely" as 30 days.

Submit new section- H – Titled "Reducing the Adverse Effects of Layoff"

Whenever the university determines it necessary to lay off employees, the university and the Union shall meet in good faith to explore alternatives to laying off employees such as, but not limited to, voluntary reduced work time, retraining, early retirement, and unpaid leaves of absence.

#### **ARTICLE 17-LEAVES FOR UNION BUSINESS**

A.3. - Change "36%" to state "the actual cost of benefits to the university. UC and UPTe will meet and confer over the amount and true cost of benefits".

B.1. - Delete "45" and replace with "15". 60 days or less strike 15 days and replace with 7 days.

#### **ARTICLE 18-LEAVES OF ABSENCE**

Substantive language changes will be forthcoming.

#### **ARTICLE 19-MANAGEMENT RIGHTS**

A. Insert "meet & confer" into section.

B. Delete whole section.

D. Delete section.

Additional language will be forth coming.

**ARTICLE 20-MEDICAL SEPARATION**

- A.1. – Require adherence to State, Federal, Local laws and regulations
- A.4. - Delete “180 days” and replace with “1 calendar year from beginning” in two places in paragraph.
- C.2. - Delete “10” calendar days and replace with “30” calendar days.
- D. – Delete “15” and change to “30” .

**ARTICLE 21-MILITARY LEAVES**

No changes proposed at this time.

**ARTICLE 22-MOVING EXPENSES**

- A. Delete last sentence.
- D. Delete section “D”.

**ARTICLE 23-MULTIPLE APPOINTMENTS**

No changes proposed at this time.

**ARTICLE 24-NO STRIKES**

Substantive language changes to be presented.

**ARTICLE 25-NONDISCRIMINATION IN EMPLOYMENT**

- C.1. – Grievances will be allowed to go to all levels of the grievance procedure to include arbitration.
- C.2. – Delete.
- C.3. – Delete.

**ARTICLE 26-OUT OF CLASS PAY/TEMPORARY ASSIGNMENT**

- A.-Delete “20 consecutive working days or more” and insert “2 hours a day or more”.
- B.-Line 2, “the University **shall** pay all ~~or part~~ of the...”

**ARTICLE 27-PARKING**

- A.2. – Rebates in parking fees to be given to employees affected by any such decisions.
- C. – New language to propose reduction in parking rates and fees. Exact language will be forthcoming.
- C.1. – Notice changed to 90 days.
- C.2. – Change response to 45 days.
- D. – Shall be grievable and arbitrable.

**ARTICLE 28-PAYROLL DEDUCTION**

- E. – New language proposing space available on form for charities of UPTE’s choosing (Elizabeth Glazer Pediatric AIDS Foundation).

**ARTICLE 29-PERFORMANCE EVALUATION**

A. – Change last sentence to read “Performance evaluation is not ~~in and of itself~~ **to be used as** a disciplinary procedure. Add “Employer financial considerations shall not be used in whole or in part in the evaluation of an Employee’s performance. Include language stating that employee must receive a copy of performance evaluation to be valid.

C.1. - Grievances shall be allowed to step 3 and arbitration.

C.2 – Change to read “Disputes arising regarding the performance evaluation of employees, shall be subject to Article 10, Grievance Procedure of this Agreement, ~~except as set forth in Section C.1 above.~~

**ARTICLE 30: PERSONNEL FILES**

A. - Reduce removal of past discipline to 6 months.

B. - New language requiring production of copy of personnel file within 3 working days from written or email request.

E. - Free copy of personnel file each year.

**ARTICLE 31-POSITIONS /APPOINTMENTS**

A.-Change “one year” to “six months”.

G. - PER DIEM APPOINTMENTS: New language to be proposed.

**ARTICLE 32-PROBATIONARY PERIOD**

A. Delete “six” and insert “three”

C. - Strike “7” and replace with “15” calendar days. Add one sentence saying only one extension is permitted.

E.1. - Strike “not” and replace with “...article shall be..”.

**ARTICLE 33- REASONABLE ACCOMMODATION**

Substantive language changes to be presented.

**ARTICLE 34-RELEASE TIME FOR BARGAINING**

Some language changes to be forth coming.

**ARTICLE 35-RESIGNATION/JOB ABANDONEMENT**

B.2. - Strike “14” and insert “30” calendar days.

B.3. - Strike “14” and replace with “30”, and strike “not” to read “is subject to”.

**ARTICLE 36-RESPECTFUL AND FAIR TREATMENT**

C. – Allow full grievability and arbitrability.

**ARTICLE 38-SHIFT DIFFERENTIAL**

B. – Change to mean that any and all hours worked during a shift will be paid the shift differential.

C. - Change to mean that any and all hours worked during a shift will be paid the shift differential.

F. – Propose language requiring notice from the University for establishment of shifts other than day shifts.

**ARTICLE 39-SICK LEAVE**

D. - Insert language to include “state and federal laws regarding confidentiality and permissible and impermissible regarding a worker’s medical information shall apply.”

**ARTICLE 40: SUBCONTRACTING**

Substantive language changes to be presented.

**ARTICLE 41-TRANSFER/PROMOTION/RECLASS**

D.6. – Delete “not”.

E.1.a. – Sentence #2 will read, “...as approved by the **employee and the** employee's supervisor.”

E.1.d. - Include at end of paragraph “if after review by HR, the employee may then proceed to grievance/arbitration as specified in this contract”.

E.1.e. – New language to describe the ability to take any disagreements to grievance up to and including arbitration.

E.2.a. – Make raise retroactive to date of reclass request submission.

Other language changes to be presented.

**ARTICLE 42-TRAVEL REIMBURSEMENT**

Substantive language changes to be presented.

**ARTICLE 43: VACATION**

C.3. – The University will only be allowed to deny two requests for vacation.

E. – Eliminate vacation maximums.

**ARTICLE 45: WORK-INCURRED INJURY OR ILLNESS**

Substantive language changes to be presented.

**ARTICLE 46-WORK RULES**

B. – Change notice to 90 days, and change to “meet and confer”.

C. - Some language changes to be forth coming.

**ARTICLE 47-UNIFORMS**

A.2.b. – Change current language to read, “The University will be responsible for the purchase of all required uniform components.”

A.2.c. – Delete “non-grievable, non-arbitrable”.

A.3. - Strike all of A3 and replace with “All laundering will be provided by the university.”

**APPENDIX “C”**

Propose changes to form to allow for form to be used for all UPTe units. Place contact information on form for UPTe.

**APPENDIX “E”**

Some language changes to be forth coming.

**APPENDIX “F”**

Some language changes to be forth coming.

**SIDELETTER: CAMPUS GRIEVANCE RESOLUTION COMMITTEE**

1. Require committees be implemented at all campuses.

**Precautionary Principle Policy**

Propose new contract language.

**Gain Sharing Language**

Propose new contract language linking additional pay for cost savings to the university.

**IF/THEN LANGUAGE**

Propose new contract language to distribute additional funding beyond expected funding levels.

**Limits On Drug Testing**

Propose new contract language.

**Natural Disaster Pay**

Propose new contract language.

Please let me know if you have any questions. I can be reached at 415-412-8547.

Sincerely,

Kevin Rooney  
TX/RX Chief Negotiator  
UPTE-CWA 9119