

SETC's Initial "Concept" Proposals: 2015 Bargaining For a Successor Collective Bargaining Agreement with the California State University

The State Employees Trades Council – United, "SETC," submits these initial "concept" proposals as a partial or an initial indication of the subjects it intends to pursue for possible modification or amendment during the negotiations of a successor collective bargaining agreement with the California State University ("CSU"), covering the skilled trades unit at CSU. SETC reserves its right to change, modify, withdraw or add to these initial "concept" proposals depending upon the course of bargaining with the CSU, matters discussed with management, management's responses to multiple outstanding information and documents requests and/or the preferences of its members in relation to initial "concepts." The statement herein that the Union does not propose changes to certain articles, i.e., a reference to "current contract language" is subject to modification and the submission of proposals relative to these subject matters, if on further reflection and the study and/or discussion of other topics, changes in these articles are deemed appropriate.

Article 1, Recognition: Among other changes to this Article, SETC will propose to modify the Qualifications and Classification Standards, (the "Classification Standards"), and/or the Job Descriptions for the Facilities Worker Series, (Facilities Worker I, II and Maintenance Mechanics), possibly to eliminate either of the FW classifications and/or to modify the Standards for either or both FW I & II, to prevent the use of these lower-skilled classifications to take away work from the skilled trades. Without limitation, SETC also will proposed to include multiple new classifications and provide for potential resolution of unresolved disputes over requested modifications in the Classification Standards or Job Descriptions for these or other classifications by a neutral party or other expedited arbitration procedure.

Article 2, Definitions: SETC will propose multiple new definitions to better or newly define various terms used in the CBA, including but not limited to new definitions for various levels of supervision and other terms or phrases.

Article 3, Management Rights: Current contract language.

Article 4, Contracting: SETC intends to make a more thorough review of this article during negotiations, and propose changes other than as stated below after receipt of management's responses to outstanding information requests and further study, but without limitation we are likely to propose, in addition to other changes restricting contracting, that when certain types of work are recurring, routinely performed and in sufficient volume to create additional unit positions, that management hire new personnel. Other proposals relative t contracting to follow after receipt of requested information and outstanding RFIs.

Article 5, Effect of Agreement: SETC contemplates proposals to narrow the language contained in this section, minimally, to make changes in subjects not specifically referred to or covered by the Agreement, and possibly subjects that *are* covered by the Agreement, be subject

to meeting and conferring (bargaining collectively). Also, proposals likely will be made to include additional language changing the method of providing notice to the Union relative to possible changes in written policies and changes the final sentence of this article to refer to “meet and conferring” relative to proposed changes in written policies.

Article 6, Non-Discrimination: Current language or superseding language.

Article 7, Union Rights: Among other changes, SETC will propose a clarification in 7.12, Release Time, to clarify that in addition to *paid* release time to meet and confer, the University will provide *paid* release time to employees, (i.e., not reimbursable by the union), for the purposes stated elsewhere in the MOU, e.g., to prepare for, and/or to present grievances, as currently stated in Art. 9.31, to attend Health and Safety meetings, etc.

Article 8, Concerted Activities: The reference to “other concerted activities” need to be eliminated or narrowed to refer only to “*unprotected* concerted” activities.

Article 9, Grievance Procedure: The will propose multiple changes to what it believes is a dysfunctional grievance process and make major revisions in this article after discussion with management. But without limitation, the Union is likely to propose, among other proposals, elimination of the reference to individual grievances, e.g., under 9.1 and 9.37, provisions establishing the exclusive right of the union to prosecute or not prosecute or to withdraw or settle and to compromise on grievances, the elimination of Step 4 of the grievance process, changing the time limits for the processing of grievances, eliminating provisions providing for bifurcated arbitration proceedings, (no separate hearings/arbitrations on arbitrability), a clause providing that in the event the University does not issue a timely Step II, III or IV decision, (if Step IV survives the Union’s effort to delete it in these negotiations), the Union can, at its option, move a grievance to the next step of the grievance process, but without relieving the employer of the duty to provide the written or other response required by the prior step, and other similar changes to the grievance procedure.

Article 10, Appointment: Among other changes in this article, the Union will propose to eliminate Limited Hourly appointments, language Increasing the involvement of Union representatives in the hiring process, the modification of 10.12 c, no probation period, other changes in 10.12, the elimination of portions or 10.12, e.g., 10.12 h and other changes.

Article 11, Probation Period: Current contract language.

Article 12, Evaluations: Among other changes, SETC may propose subjecting evaluations to either the grievance procedure or some other procedure to review for fairness and language providing that evaluations are inadmissible in the grievance process or in arbitration for any purpose.

Article 13, Personnel File: Among other proposals, the Union likely will propose to eliminate the retention of “working files” or alternatively, add language saying that a “Personnel File” shall include all files maintained by any University representative, not limited to HR/LR, and including such files (however named, and including “working files), maintained by the employee’s Department supervisor, manager or other designee. Further, likely proposals to be made include modifying 13.6 making the destruction of documents relating to prior disciplinary action subject to elimination under the existing language, automatic, without the necessity of the employee making a written request for the same, and further, to provide such “stale” prior disciplinary action shall be inadmissible for any purpose in subsequent grievances/arbitrations. Other changes to follow in our formal proposals.

Article 14, Corrective Action: Among other changes, we are likely to propose modifying Art. 14 to provide that oral or written counselling memos or “a letter of expectation” shall not be considered disciplinary action, adding a “just cause” clause in this article, which we think already is required by the CBA as well as state law, but to make the same more explicit. Further, we anticipate making additional proposals to require management to provide an explanation for why an employee was placed on an administrative leave; a requirement that administrative leaves shall not last long than reasonably necessary to conduct an investigation, persons conducting a *Skelly* hearing and rendering the *Skelly* decision must be a disinterested party or person, that letters informing employees that they are placed on administrative leave, and Notices of Intent to Dismiss, shall state the specific reasons for the suspected misconduct; and other changes to this Article.

Article 15, Employee Rights: Among other changes in this article, we are likely to propose additions to employee rights beyond those enumerated in 15.1 to 15.6, a new definition in either Article 15 or possibly, Article 2 Definitions, of an “Investigatory Interview,” including the same *Skelly* rights as set forth in At. 15 and other changes.

Article 16, Vacations: Among other changes in this article we are likely to propose language on scheduling vacations to provide that employees who request vacation 60 or more days in advance shall have their choice of vacation days be approved subject only to the existing rules on how to resolve possible conflicts between employees requesting the same or overlapping vacation days, and that employees requesting vacation days with less than 60 days but more than 30 days of notice shall have their request be granted (also subject to the rules for resolving vacation request conflicts among employees), and that employees requesting vacation with less than 30 days’ notice shall have their request be approved, subject to “Operational Needs” for which we are likely to offer a new definition. In addition we are likely to propose the use of vacation days for any purpose including when the employee has exhausted his sick leave bank; that responses to vacation requests also shall be in written and be made within 5 days of the written request. Also, we will propose that Housing/Residential Life employees must be allowed to schedule two weeks of vacation during the summer months regardless of Operational Needs, provided such vacation request is requested in writing by May 1st. Further changes to follow.

Article 17, Holidays: Among other changes in this Article, we are likely to propose that employees who affirm that they are members of an organized religion other than Christianity may take a day off in lieu of December 25 on the date of a recognized Holiday of their faith, as well as four additional hours off preceding or following that Holiday in lieu of the “Governor’s Informal Time Off.”

Article 18, Leaves of Absences: Among other changes in this article, we are likely to propose to modify the Sick Leave provisions to provide that CTO and Vacation days may be used to for days of work missed because of illness when Sick Leave has been exhausted, deleting the reference in 18.9 to “by mutual agreement between the employee and the appropriate administrator...”; deleting the reference in 18.11 to “required duties” and instead refer to “essential functions of the classification or position,” deleting the reference in 18.14 to “mutual agreement” and make other modification in the language of this section to allow employees to use unpaid sick leave, CTO or vacation days at their option, when sick leave has been exhausted. We reserve our right to propose and other changes in this Article.

Article 19, Leaves of Absence Without Pay: Among other changes in this article, we are likely to propose language providing that where an employee absent from work for five or more days without securing an authorized leave or his representative can demonstrate good cause for the failure to secure such authorized leave, the employee will be reinstated with the restoration of full back pay and all contract rights and benefits.

Article 20, Assignment, Reassignment: Among other changes in this article, we are likely to propose language in Section 20.2 modifying/clarifying the phrase “de minimis” and deleting the word/phrase to bar employees from performing work outside their skill or trade at all. We also are likely to propose to change 20.3 to require that after 10 (not 15) consecutive or un-consecutive days of work in a higher classification within a month, the employee will receive the rate of pay referenced in this section effective for all ten days. Further, we will provide language to say that management may not repeated assign employees to less than ten days of such out of classification work, and multiple other changes to this article expediting the time for the processing of a request for a re-classification review, and making disputed classification review decisions subject to an expedited arbitration or resolution by a neutral party. Other changes to be proposed; exact proposals to follow.

Article 21, Outside Employment: We are likely to propose that notwithstanding anything to the contrary in other articles of the MOU, employees who are known to be working a second job will be the last to be assigned to work during an Emergency or in the case of Mandatory Overtime.

Article 22, Hours of Work: Among other changes in this article, we are likely to propose to either eliminate the reference to Maintenance Mechanics in 22.3 and bar the use of Maintenance Mechanics or Facilities Workers on an Alt Shift under Art. 22.4 unless working under the Direct Supervision of a skilled tradesperson in the trade with jurisdiction over the work. Additional proposals to follow.

Article 23, Overtime/Compensatory Time Off: Among other changes in this article, we are likely to propose to allow employees –not administrators-- the choice to elect in writing CTO credit or paid OT for particular jobs, no caps on CTO accruals less than 240 hours, the use of CTO days for any purpose, including when the employee has exhausted his sick leave, that scheduling of CTO be up to the employee subject to the same rules for scheduling vacation days and possible proposals to standardize Overtime scheduling. Additional proposals may include a new mileage reimbursement for called-back employees, provisions for compensating called-back employees for “portal to portal” pay, changes in Article 23.12, Off Site non-Working Time possibly including a definition of compensable “working time,” proposals to require management to clarify who is authorized to call off-duty employees and request them to perform work, and other changes to this article.

Article 24: Wages: Among numerous changes in this article, the Union will propose wage increases, both in the GSI and major changes in the “In-Range” progressions provisions of the current agreement, to make these more based on longevity, plus other increases in the rate of pay and close the gap with private sector wages. The amounts and kinds of increases are under study: likely our proposals will be based on longevity, e.g., x% increases for all personnel after each five-years, or possibly minimums based on prevailing wages as determined by the Department of Industrial Relations, and/or equity increases to bring all employees up to the rate of pay for employees hired over the minimum salary within the range. In addition, the Union will propose to increase Shift Differentials, 24.20 *et seq.*, to bring these differentials up to the federal average for such differentials, adding Saturdays to the existing “Sunday” Pay Differential (24.25), increases in the asbestos pay differential and to include lead abatement and possibly working on other hazardous substances, a possible increase the asbestos training stipend and to increase the backflow testing and water treatment stipends, the welding certification, the high voltage and other potential stipends/allowances, a substantial increase the rate of pay, possibly to 2.5 times the regular hourly rate of pay, for employees required to work during a campus closure and in an emergency and more general language providing that it shall be up to the employee to elect CTO or pay for Emergency Pay. Further, the Union will propose to re-introduce terms negotiated in the 2014 Salary Reopener, and to update the travel reimbursement/auto mileage rate, modifications of the travel reimbursement, and other changes to this article.

Article 26, Apprenticeship Program: Current contract language.

Article 27, Training and Development: Among other changes in this article, the Union is likely to propose that the dependents of employees eligible to take courses for credit towards a degree, shall receive the same fee waivers provided for in 27.11 for employees taking job-related course work, or courses part of an approved Career Development Program.

Article 28, Health and Safety: The Union requests a top to bottom review of the Health and Safety procedures and policies in effect at each campus, and that selective campuses with what are thought to be “Best Practices,” make presentations in negotiations with the potential that the Union will propose to institutionalize these “Best Practices” and safety procedures system-wide, including the content of Safety Meetings, and the authority of the Safety Committee at each campus, (and as the same may be modified). Specific proposals to follow.

Article 29, Work-Incurred Injury Or illness: Among other changes in this article, the Union is likely to propose to add to this Article a section concerning Non-Industrial Leaves and increase the benefit to double the highest rate of weekly benefits for non-industrial injuries.

Article 30, Layoff: Among other changes to this article, the union is likely to propose language requiring that before instituting a layoff or reducing hours, management shall first bring contracted work in house and discontinue JOC contracting/programs and to restore the Supplemental Agreement on Layoffs provided for in the 2009 – 2011 Agreement, and make other changes to require greater efforts by management to mitigate or avoid layoffs altogether. This includes bringing portions of jobs then being contracted, e.g., painting work, etc., in house. Also, we are likely to propose that alternatives to layoffs including reduced work time or furloughs, (also called “work” or “job sharing,” etc.), require mutual agreement, and likely proposals providing for “bumping” rights for laid off employees, possibly limited to an occupational group, and with “red circled” wages; possibly also “retreat rights” to a lower classification or another unit for which the employee is qualified, at “red circled” wages. Other changes in the layoff article to be discussed and possibly proposed.

Article 31, Savings Clause: Current contract language.

Article 32, Duration and Implementation: The Union is considering proposing a four year agreement, but change expiration date to December 30th but we reserve the right to modify our position on this issue after discussion with management. Possible wage re-opener in second, etc. years; likely proposal for a “most favored nations” (or a “me too”) proposal. And we shall propose to delete section 32.4 which provides that management may essentially nullify the entire economic package simply by not authorizing sufficient funds to pay for negotiated increases; no illusory contracts.

Appendices: The Union still is in the process of reviewing the appendices, and in addition to other changes noted in the text above, we shall proposed changes in the appendices, with specific proposals to follow.