

SETC/CSU TENTATIVE AGREEMENT –SUMMARY

CSU & SETC Reach Agreement
On a NEW 2-year Agreement: 2009 to 2011
August 19, 2009

On August 19, 2009, after 22 months of intensive negotiations, the CSU & SETC have finally reached a ***Tentative Agreement***, which must be reviewed and ratified by the SETC Membership as part of a DUAL VOTING Procedure in the next 2 weeks.

Attached is a short 5-page Contract Summary of the Tentative Agreement. Starting Monday, Aug. 24th, SETC will be scheduling Campus Meetings and Ratification VOTING **separate** votes as follows:

- Voting on “Furloughs or Layoffs”
- Contract Ratification on the Tentative Agreement

Contact your SETC Steward to confirm your Campus Meetings in the next 2 weeks. ALL VOTING must be completed by September 1, 2009.

The CSU Board of Trustees will vote to ratify the TA on the regular Board Meeting in September, 2009.

Information is provided for SETC Membership Review as follows:

- SETC Contract Summary –TA
- Ballots A & B –for separate Campus Voting

Copies of the Actual “Tentative Agreements” and the Official Fact-finding Report will be available for review.

SETC-CSU TENTATIVE AGREEMENT – SUMMARY
Major Improvements/Changes in the Contract
New Collective Bargaining Agreement: 2009 to 2011
8-19-09

Article 1: Recognition: Improvement in MEDIATION

- The TA provides for New Classes: *Supervising Locksmith; Supervising Auto/Equipment Mechanic; and Lead building Service Engineer*
- The issue of “*Inspector-Planners*” will be discussed separately and a Settlement will be worked out and submitted to **PERB for resolution**.
- SETC has a **Unit Mod Petition with PERB** on the “*casuals*” from the Union Halls. SETC is trying to get these employees added to the bargaining unit.

Article 2: Definitions – No changes for Most definitions; major changes include:

- **2.8 “Casuals”** – this definition will be modified per PERB Unit Mod;
- **2.10 “Emergency”** – revised to include “*natural disaster, act of terrorism and threat to Campus health & Safety.*”

Article 3: Management Rights – Current language – no changes.

Article 4: Contracting Out Unit work – MAJOR VICTORY in FACT-FINDING

- **4.1 Define: What is normal bargaining unit work:” maintenance, repair, remodels, minor renovations and minor construction.”**
- **4.2 Bargaining Unit work may include:**
 1. *Charge-back work; and*
 2. *Work funded from the following sources:*
 - *Minor Capital Projects;*
 - *Minor capital –deferred maintenance projects;*
 - *Minor capital – renewal projects;*
 - *Minor capital –energy savings projects; and*
 3. *Any other projects approved by campus facilities manager.*
- **4.2** *Spelled out process for determining “reasonable efforts” to perform work in-house, instead of “contracting out;”*
- **4.3** *Re-confirmed “notice” to Union of any contracted work;*
- **4.4** *Confirmed the management “prerogative to contract out,” provided they follow the procedures under 4.1,4.2 & 4.3 in new Article;*
- **4.5 Layoffs:** *If layoffs, CSU will follow Side Letter which provides for Minor Cap Projects and Job Order Contracting (JOC) dollars will be spent to avoid layoffs. (See Actual Side Letter)*

Article 5: Effect of Agreement – maintain current language

- *Address Changes only*

Article 6: Non-Discrimination – Current language/ no changes

Article 7: Union Rights: *Current language for most of Article except:*

- 7.1 through 7.13 – current language & no changes;
- **7.14 Reimbursable Union Leave – State-wide Officer Leave and Non-reimbursable Leave** has been improved to allow the Union to get more Stewards off for “union activities” to help police the Agreement.
- **7.21 Union Security** – current language has been revised to require the State Controllers Office to provide Union Dues, based on current pay, and a paid leave for Secretary-Treasurer to verify proper deductions.

Article 9: Grievance & Arbitration Procedure **Improved in MEDIATION**

- **9.1 to 9.6** – current language
- **9.7 & 9.8 Level II & Level III** were revised to include language from the Side Letter (2005-2008 Contract);
- **9.10 New Arbitrators** were approved by the parties.
- **9.16 Mediation/Arbitration:** Language was improved to enable the parties to use this Step more in the new Contract including 2 new Mediator/Arbitrators: Mei Bickner & Fred Horowitz;
- **9.28 -9.31** Current language

Article 10: Appointment: **NEW & Improved in MEDIATION**

- **10.x Temporary employees who appointed in the same classification for two (2) consecutive years and a not reappointed for reasons other than unsatisfactory performance and/or unsatisfactory conduct may request to be placed on an eligibility list for future temporary appointments in the same classification as the employee held for the two (2) consecutive years.**
- **10.x a 1 & 2: Reappointment Eligibility List: Put on list and will remain on the list for three (3) years, provided the employee submits an updated request for future consideration for appointment by July 1 each year.....**
- **10.x a3: If someone on the list is contacted by the University, offered a temporary position, and turns down the following offers will be removed from the Campus eligibility lists:**
 - --- Two (2) offers of temporary positions of sixty (60) days or more;
 - ---- Three (3) offers of temporary positions of less than sixty (60) days
- **Reappointments are spelled out for those Temporary Employees on Recall.**

Article 11: Probationary Period – Current language/No Changes of substance

Article 12: Evaluations – current language/No changes

Article 13: Personnel Files – Current language/ No changes

Article 14: Corrective Action – Current language /No changes except:

- *Option for Unit 6 employees to appeal under the State Education Code to the State Personnel Board (SPB) for suspensions – 5 days or more; demotions; dismissals;*

Article 15: Employee Rights: Major Improvement in Fact-finding

- *15.1 & 15.2 – Allow Unit 6 employees to request a review of your work assignments, job description and workload with the HR at Campus;*
- *15.2 – allows Unit 6 employees to have a Job Analysis if you need one, upon being released to return to work;*

Article 16: Vacations – Current language/No changes

Article 17: Holidays – Current language

Article 18: Leaves of Absence with Pay: Current language

Article 19: Leaves of Absence without Pay: Current language

Article 20: Assignment/Reassignments: Improvement in MEDIATION

- *20.11—Bargaining Unit Work:*
- *It is the intent of the University to have represented employees perform work which is within the scope of the bargaining Unit. The parties recognize that MPP employees may occasionally perform Bargaining Unit work on a de minimus basis for reasons which include, but are not limited to:*
 - *---- instructing employees;*
 - *---- emergencies;*
 - *----developing new methods and procedures;*
 - *--- and safety*

Article 21: Outside Employment –Current language

Article 22: Hours of Work: Major Improvement in MEDIATION

- *22.3 Alternate Work Schedules: Current language – no changes;*
- *22.4 Current language – no changes;*
- *22.x Compressed Work Schedules: All new language ----*
- *4/10: For those employees assigned a four (4) day workweek, the workday shall consist of four (4) consecutive days of ten(10) hours;*
- *9/80: For those employees assigned a 9/80 work schedule, a schedule shall consist of nine – four hours shifts on four consecutive days during each calendar week plus an additional eight hour shift every other week. In calendar weeks in which the employee works the eight hour shift, the eight hour shift shall be worked on:*
 - *the day following the fourth consecutive nine hour workday or*
 - *on the day prior to the four consecutive nine hour workdays.*
- *Two Possible Work Schedules are listed by Chart in New Contract.*

- *An employee's manager may approve change requests to the alternate schedule after input from appropriate departments (e.g. Human Resources) on related impacts of the proposed change have been reviewed (e.g. timing, pay) and coordinated as appropriate. All Schedule changes must be approved in advance..*
- *22.Y Volunteers: Bargaining Unit employees will be given the opportunity*
 - *To volunteer to participate in a compressed work schedule should the department decide to make such a schedule available.*
 - *An employee's request to participate will be subject to the approval of his/her appropriate administrator. The actual days and hours of work will continue to be schedule by the employee's appropriate administrator.*
 - *22.Y – An employee may request that he/she withdraw from the compressed or alternated work schedule. The decision about the request for removal from the compressed or alternate work schedule is subject to the approval of the employee's appropriate administrator.....*
 - *22.12 Meal Allowances: Modified language to comply with the IRS requirement and will be cited on the www.calstate.edu website*

Article 23: Overtime: Current Language – no changes

Article 24: SALARY: Improvement in FACT-FINDING (See Actual Article)

24.4 General Salary Increases(GSI):

- *2008-09 FY: No(\$0) GSI –due to State Budget Emergency;*
- *2009-10 FY: No(\$0) GSI – due to State Budget Emergency;*
- *2010-11 FY: Salary Re-Opener: (See Article 32)*
 - *If the State revenues increase and the CSU obtains Compensation \$\$\$, then SETC & CSU will re-open the Contract to:*
 - *---- Negotiate “Market Pay” Increases based on the Mercer Trades Salary Study methodology for various Skilled Trade Classifications.*

24. 7 In-Range Progressions: NEW & Improved in FACT-FINDING

- *NEW: The University agrees to continue providing in-range progressions, as provided for in Article 24.7. The University shall make a good-faith effort to provide these at a level consistent with the average over the prior three (3) year agreement annually.*
- *NEW: Factors to be considered for granting such progressions include but are not limited to:*
 - *long term service;*
 - *retention;*
 - *equity;*

- *other salary related criteria.*

24. 9 to 24. 13 Extended Performance Increase (EPI)

- *EPI language will be maintained in the Agreement;*
- *EPI Procedures for Determination will remain in Agreement;*
- *EPI Funding will be dependent on State Budget in future.*

24. 21 Cost Savings/Staffing Committee: Current language

24.22 Shift Differential –Current rates and language

24.23 Sunday Pay; 24.24: Asbestos Pay;24.25:Backflow Testing; Current language

24.26 Welding Certification: Maintain Current language

24. 27 Critical Skills Bonus: Maintain Current language: \$ 500 Bonus/ \$ 250 Renewal

24.36 10/12 Pay Plan: maintain Current language

24. XX Emergency Pay (& Campus Closure): NEW & Improved in MEDIATION

- *“Emergency Pay” is a premium pay: Regular Pay(1 time) +St. Pay =*
 - *Double-time Pay for all Emergency Work*

24. XXX High-Voltage Electrical Stipend: NEW in MEDIATION

- *High Voltage Electrical Stipend -- \$ 300.00 per year*
- *Must complete OSHA Training Institute (OTI) to qualify.*

Article 25: BENEFITS --- Maintained in MEDIATION

25. 1 Health Benefits: current language & maintain Monthly Supplement for Unit 6

25.3 Dental Care – current language & benefit

25.4 Vision Care –current language & benefit

25.5 Dependent Care Reimbursement –Current language

25.7 Eligible Employees - Current language

25.10 Recreational Facilities - Current language

25. 18 –Rural Health Subsidy: CSU withdrew the Rural Subsidy because it was not funded by the state Budget due to the Budget Crisis.

Article 26: Apprenticeship Program: Improvement in MEDIATION

- *Re-define JATC Functions and Responsibilities*
- *Revise the Local Education Agencies(LEA): LA Unified School District*
- *Training Fund: Each Party agreed to commit \$ 5,000.00 to such a Fund; CSU will Establish an internal “Apprenticeship Fund” with \$ 30,000.00;*
- *Hire a CSU Apprentice Coordinator(1/2 time) to work with Campuses;*
- *Expand Number of Apprentices: Thirteen (13) Apprentices – 7 Campuses*
- *Revised Apprentice STANDARDS – State DAS Approval received 12-08;*
- *Side Letter: Mutual Agreement to work together to expand and fund the JATC Program throughout the STATE –CSU Campuses;*
- *Explore establishing Trades Training Schools (North & South);*

Article 27: Training& Development: Current language

Article 28: Health & Safety – Maintain Current language

- Safety Stewards –to be so designated on each CSU Campus;
- Safety Training for Safety Stewards – up to 16 hours paid per year.

Article 29: Work-Incurred Injury or Illness **Improvement in FACT-FINDING**

- Current language and No changes in Basic Article, except;
- Clarification of SETC right to grieve & arbitrate Return to Work –Job Analysis and Workload per 15.1 & 15.2

Article 30: Layoffs -- Current language

Article 31: Savings Clause – Current language

Article 32: Duration: **FACT-finding**

- 2-year Contract: Sept. 1, 2009 to June 30, 2011
- Wage/benefit Re-opener: June 2011