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FINDINGS AND RECOMMENDATIONS
PURSUANT TO
CALIFORNIA GOVERNMENT CODES 3590 - 3594

In the Matter of a Controversy Between)	
University of California)	
Employer)	Collective Bargaining Impasse
and)	Patient Care Technical (EX) Unit
AFSCME Local 3299)	Factfinding
Union)	PERB Case No: SF-IM-3432-H

APPEARANCES:

For the Employer: Matt Teaford, Executive Director – Labor Relations
University of California, Office of the President
1111 Franklin St.
Oakland, CA 94607

For the Union: Owen Li, Senior Researcher
AFSCME Local 3299
425 15th St.
Oakland, CA 94612

FACTFINDING PANEL:

Appointed by the Employer: Guillermo Santucci, Associate Director of Labor Relations
University of California, Office of the President

Appointed by the Union: Seth Newton Patel, Dep. Dir. of Strategy & Collective Bargaining
AFSCME Local 3299

Neutral Chairperson: Paul D. Roose, Arbitrator and Mediator
Golden Gate Dispute Resolution

INDIVIDUALS TESTIFYING AT THE FACTFINDING HEARING

For the Union

Jesse Hernandez - UCR Cook Senior
Janet Mucino - UCSC Custodian Senior
Isaac Zamora - UCSD Respiratory Therapist
Lorna Manlapaz - UCSF Patient Support Ast. (EVS)
Kennard Harris - UCD Pharmacy Tech 2
Ramon Lopez - UCM Groundskeeper
Marivel Matute - UCSF Patient Support Ast. (EVS)
Michael Lawrence - UCSF Radiologic Technologist PRN
Ruth Zolayvar - UCSD Pharmacy Tech 3
Teresa Ramos - UCI Patient Biller 3
Davina Woods - UCLA Custodian Senior
Janet Mucino - UCSC Custodian Senior
Julissa Munoz Flores - UCSC Food Service Worker Sr
Amanjot Dhillon - UCSF Radiologic Technologist Sr Per Diem
Maria Munoz - UCI Custodian
Felecia Robinson - UCD HUSC III

For the Employer

Jacqueline Soucy - (Director of Respiratory Care, UCSD Health)
Ashlee Johnson - (Principal Labor Relations Analyst, UCSC)
Kristopher Carpenter Tran - (Labor and Employee Relations Consultant, UCSF)
Erik Gilbertson - (Systemwide Compensation Consultant, HR-Comp Programs and Strategy, UCOP)
Irene Dorsey - (Benefits Program Manager, UCOP Health and Welfare Benefits)
Doug Levine - (Senior Director HR, UCSD Health)
Josh Kavanagh - (Assistant Vice Chancellor Transportation and Activation UCSD)
Rachel Roling – (Labor Relations Manager UCOP)

STATUTORY FRAMEWORK AND PROCEDURAL BACKGROUND

Under the Higher Education Employer-Employee Relations Act (HEERA), the University of California (UC), the California State University (CSU), and their unions have access to factfinding in the event they are unable to resolve negotiations over a collective bargaining agreement (CBA). Once released to factfinding by a mediator, the parties are required to go through a factfinding process prior to the employer implementing a last, best and final offer and prior to the union conducting an impasse strike. In accordance with the statute, each party appoints a member of the factfinding panel. A neutral chairperson is selected by the Public Employment Relations Board (PERB) unless the parties have mutually agreed on a neutral chairperson.

Unlike parallel statutes for school districts, community colleges, and local government agencies in California, there are no explicit criteria laid out in HEERA to guide the factfinding panel in reaching its recommendations. In this case, the factfinding panel determined that the panel would be “loosely guided” by the criteria spelled out in the Educational Employment Relations Act, which read as follows:

- (b) In arriving at their findings and recommendations, the factfinders shall consider, weigh, and be guided by all the following criteria:
- (1) State and federal laws that are applicable to the employer.
 - (2) Stipulations of the parties.
 - (3) The interests and welfare of the public and the financial ability of the public school employer.
 - (4) Comparison of the wages, hours, and conditions of employment of the employees involved in the factfinding proceeding with the wages, hours, and conditions of employment of other employees performing similar services and with other employees generally in public school employment in comparable communities.

(5) The consumer price index for goods and services, commonly known as the cost of living.

(6) The overall compensation presently received by the employees, including direct wage compensation, vacations, holidays, and other excused time, insurance and pensions, medical and hospitalization benefits; the continuity and stability of employment; and all other benefits received.

(7) Any other facts, not confined to those specified in paragraphs (1) to (6), inclusive, which are normally or traditionally taken into consideration in making the findings and recommendations.

The parties have a collective bargaining agreement that expired on July 31, 2024. Bargaining for a successor agreement began on January 25, 2024. Twenty bargaining sessions were held. After impasse was reached, there were two mediation sessions with State mediator Gerald Adams, after which he released the parties to factfinding. The parties immediately contacted the undersigned to notify him that he had been mutually selected to chair the factfinding panel. On September 30, 2024, PERB notified the undersigned neutral that he had been selected by the parties to chair the factfinding panel for both the EX unit and the Union’s other bargaining unit, Service (SX). The factfinding panel met on November 4, 2024, to assess the dispute and plan factfinding sessions. The panel decided to combine the SX and EX dispute into a single set of sessions.

The panel convened the parties on November 18 and 19 and December 2 and 6, 2024 via videoconference on the Zoom platform. The panel took on-the-record evidence and argument from both sides concerning the issues in dispute and heard from multiple witnesses. The panel convened in executive session on December 11 to conduct confidential discussions. Settlement efforts proved unsuccessful.

The following is the panel’s report and recommendation on each issue in dispute.

BACKGROUND TO THE DISPUTE

The University of California is the nation’s largest public university, employing 173,000 staff employees. The Employer receives funding from a variety of sources – state and federal government, tuition, medical center revenues, and user fees, among others. Medical center revenue accounts for the lion’s share of UC revenue, 40% of the total. State of California educational appropriations account for 8% of UC revenue.

The Employer has a complex decision-making structure for labor relations issues. The Office of the President gives overall guidance. But each campus and medical center has extensive input into labor

issues. There is no uniform systemwide wage schedule. Each campus and medical center maintains different rates, and even the number of steps varies from location to location.

AFSCME Local 3299 (the Union) is the exclusive representative for the patient care technical employees of the University of California (the Employer). This unit, known as EX (or in some cases PCT), has approximately 25,000 members who work primarily at the Employer’s five medical centers. Major job classifications include radiological tech, medical assistant, vocational nurse, nurse aide, service coordinator, lab tech, clinical care partner, respiratory therapist, and pharmacy tech. Over 80% of the EX unit members work in the medical centers. The Union also represents the smaller SX, or service, bargaining unit.

The parties have a dynamic and often contentious relationship. The Union conducted a 2-day strike of the SX and EX units on November 20 and 21, 2024 (between days two and three of this factfinding process). The Union called the strike over the University’s alleged “bad faith bargaining.”

The parties went for nearly three years without an agreement in place until they agreed in February 2020 on a four-and-a-half-year contract. The highlights of that agreement were:

- 1) A 6% increase upon ratification plus four across-the-board wage increases of 3% each
- 2) Continuation of a 2% annual step system through the duration of the agreement
- 3) A \$1,000 longevity bonus after 20 years of service
- 4) A total of \$4,000 per unit member in lump sum bonuses (\$3000 upon ratification, \$1000 after one year)
- 5) Negotiated caps of \$10 per month on increases in employee health benefit contributions for HMOs

The Employer has many other bargaining units. Most employees are in statewide bargaining units. Building trades and faculty units are organized by campus. Only UC Santa Cruz has a faculty union. A few other Employer bargaining units have agreements in place, while most are in various stages of negotiation. Where relevant, references will be made to these other units in this report.

THE ISSUES

Pursuant to PERB Regulation 32799, the parties sent to the panel on November 1, 2024, a Joint Statement of Issues for factfinding (covering both the SX and EX unit). The submission identified disputes within twenty-three contract articles. Two of the disputes pertained to the EX unit only. Within each article are, in many cases, multiple unresolved issues. The parties had previously reached tentative agreement on twenty-five articles.

The primary report-writing task of the factfinding panel is to arrive at a majority recommendation (in other words, a recommendation supported by at least two of the three panel members) on each disputed issue. In some cases, only one disputed issue exists within a CBA article. In other cases, two or more discrete issues reside within a single CBA article.

Within each of these issues, there are varying numbers of specific proposals from the parties. The panel chair has exercised his discretion to combine some contract change proposals into a single change, as appropriate. The panel chairperson has identified 62 issues in dispute.

The following is a description of each issue in dispute, from number one to number sixty-two. Disputed issues are grouped under their contract article. Contract articles appear in the CBA largely in alphabetical order.

For the sake of presenting an orderly and coherent summary of these issues, the following format will be utilized. First, the current contract / status quo will be outlined. Then, the Union's proposal will be presented, followed by the reasons given and particularly relevant or noteworthy witness testimony and documentation. Next, the Employer's proposal on that issue and the reasons articulated for their position, will be outlined. Finally, the panel's recommendation on that issue (s) will be presented.

From a practical standpoint, the panel has not made a recommendation on a disputed issue until two of the three panel members have signed off on it. The findings in this report result from much discussion between the chair and the dedicated and well-informed advocate members of the panel. After extended deliberation, the following summarizes the results on the 62 issues:

- 1) Unanimous recommendations (supported by all three panel members) - 7
- 2) Majority recommendations (supported by two of the three panel members) - 43
- 3) Deadlocked - (neither party panel member supports the chairperson's recommendation) - 12

As noted earlier in this report, the panel agreed to use the EERA criteria as a guide to its recommendations. The Employer has stipulated that financial ability to pay is not an issue in this dispute. In other words, the Employer is not claiming that its rejection of Union proposals is based on inability to pay. Therefore, the panel will not reference the financial health of the Employer in its analysis of various proposals. Also, the EERA criteria refer to “public school employment” and “public school employer” as particularly relevant comparators. In this case, while public schools may be one appropriate comparison point, they do not rise to the level of significance as they do in EERA factfinding.

Article 2 - Agreement

1) Introduction of New Technology

Current Agreement / Status Quo: The parties’ current agreement has no language on this topic.

Union’s Proposal: The Union proposes to modify the agreement to require the University to “meet and discuss” the introduction of new technology that affects bargaining unit work. The proposal calls for notice at least 60 days prior to implementation of the new technology. It is retroactive to all new technologies introduced since January 1, 2023.

The Union also proposes additional language regarding layoffs resulting from technological change. See the layoff section below for an analysis of this issue.

Employer’s Position: The Employer proposes the maintenance of the status quo. The University argues that the current agreement has “appropriate language to address all changes in the workplace,” specifically in Article 14 Labor / Management Relations. Also, the University argues that the “introduction of new technologies in the workplace is, and has been, evolving and is intermittent and does not warrant an additional notice period.”

Panel Findings and Recommendations: The Union’s proposal is a reasonable codification of the parties’ collective bargaining relationship. The Union is appropriately seeking “meet and discuss” status, rather than the more formal “meet and confer” that could result in impasse. Nothing in Article 14 requires advance notice. Technological changes are coming that could impact technical jobs, such as the ones in this bargaining unit. A few of those changes might be systemwide, while others might be more likely to take place at the location level. The only aspect of the Union’s proposal that is rejected by the panel is the retroactive component. Retroactivity would be self-contradictory, in that “advance notice” cannot be provided retroactively. If the Union has concerns about technology already in effect, it can raise that issue in labor-management meetings.

The panel recommends adoption of the Union’s proposal for meet and discuss over technological changes that affects bargaining unit work, except for the retroactive implementation.

Seth Newton Patel X I concur I dissent

Guillermo Santucci I concur X I dissent

2) Student Employees’ Compensation

Current Agreement / Status Quo: The parties’ current agreement has no language on this topic.

Union’s Proposal: The Union proposes the following new language:

The University shall not undermine the bargaining unit by compensating any student employees less than the minimum wage of Patient Care Technical Unit employees who perform comparable work at the relevant campus, medical center, or Laboratory.

Employer’s Position: The Employer proposes the maintenance of the status quo.

Panel Findings and Recommendations: The Union identified no examples of student employees performing work comparable to work performed by unit members. In any case, compensation for student employees is set by the University or bargained with another union if the student employees are in another represented unit.

The panel recommends adoption of the Employer’s proposal of status quo regarding student employees’ compensation.

Seth Newton Patel I concur X I dissent

Guillermo Santucci X I concur I dissent

3) Removing Positions from the Bargaining Unit

Current Agreement / Status Quo: The parties’ current agreement sets up an expedited arbitration procedure to resolve disputes over removing positions from the unit.

Union’s Proposal: The Union proposes to identify PERB as the exclusive forum for resolving disputes of this type. The Union identified issues that arose when UC acquired new hospitals in 2024. The Union seeks to have the same provision as it already has in the SX contract.

Employer’s Position: The Employer proposes the maintenance of the status quo.

Panel Findings and Recommendations: The Union identified no problems with the current system of arbitration of position-removal disputes.

The panel recommends adoption of the Employer’s proposal of status quo on dispute resolution procedures for removal of positions from the bargaining unit.

Seth Newton Patel ___ I concur X I dissent

Guillermo Santucci X I concur ___ I dissent

4) Bargaining Unit Assignments for New Job Classes

Current Agreement / Status Quo: The parties’ current agreement allows the University to assign positions to a bargaining unit and the positions “shall remain originally assigned” until the dispute is resolved or PERB makes a determination on the assignment.

Union’s Proposal: The Union proposes to delete the sentence allowing the University to keep the positions in its proposed assignment until the dispute is resolved.

Employer’s Position: The Employer proposes the maintenance of the status quo.

Panel Findings and Recommendations: It is not clear from the Union’s proposal what the bargaining unit status of new positions would be pending dispute resolution. No problem with the current system was identified by the Union.

The panel recommends adoption of the Employer’s proposal of status quo on allowing the University to designate bargaining unit status pending resolution of any dispute.

Seth Newton Patel ___ I concur X I dissent

Guillermo Santucci X I concur ___ I dissent

5) Dispute Resolution Process for New Bargaining Unit Positions

Current Agreement / Status Quo: The parties’ current agreement calls for a “meet and discuss” about pay rates for new classes.

Union’s Proposal: The Union proposes to amend this to require a “meet and confer.”

Employer’s Position: The Employer proposes the maintenance of the status quo.

Panel Findings and Recommendations: Negotiation of pay rates is a key component of the collective bargaining relationship. The Union must have the right to negotiate, i.e. “meet and confer,” over pay rates for new classifications it represents.

The panel recommends adoption of the Union’s proposal for “meet and confer” over pay rates for newly-represented classifications.

Seth Newton Patel X I concur ___ I dissent

Guillermo Santucci ___ I concur X I dissent

Article 3 – Arbitration Procedure

6) Grievance Arbitrability Hearings

Current Agreement / Status Quo: If the Employer raises the issue of arbitrability, the current agreement allows either party to unilaterally invoke the right to a separate hearing on arbitrability before a different arbitrator than the one selected to hear the merits of the grievance.

Union’s Proposal: The Union proposes that a hearing on arbitrability and a hearing on the merits be combined. A separate hearing on arbitrability would be held only upon mutual agreement. The Union argues that the proposed change will streamline the grievance / arbitration procedure.

Employer’s Position: The Employer proposes current contract language, the status quo. The Employer contends that current language protects the integrity of the arbitration process and alleviates the need for the parties to prepare their cases on the merits until the arbitrability issue is resolved.

Panel Findings and Recommendations: The University of California CBAs typically include some version of this “separate arbitrability hearing” procedure. In this regard, they are notably out of step with the great majority of public sector CBAs in the state. Most contracts allow for a single hearing on arbitrability and merits.

In the experience of this arbitrator, arbitrability evidence and arguments can be dealt with in a fraction of a day with (usually) one witness per side. Often, arbitrability factors are inextricably intertwined with merit factors, especially when the employer is arguing substantive arbitrability. The grievance /arbitration procedure is intended to be a speedy and cost-effective way of resolving workplace disputes. Separating arbitrability and merits into two hearings on different dates with separate arbitrators makes the grievance procedure more cumbersome and expensive. Based on comparability to other relevant CBAs, the agreement should be modified.

The panel recommends adoption of the Union’s proposal for modifying the CBA to require separate hearings for arbitrability and merits disputes only when there is mutual agreement.

Seth Newton Patel X I concur ___ I dissent

Guillermo Santucci X I concur I dissent

Article 4a – Health & Welfare Benefits

7) Employee Co-Premiums

Current Agreement / Status Quo: The current agreement limits the employee contributions to HMO plans to an increase of \$10 per month or \$120 per year. The actual language is as follows:

Beginning in calendar year 2020 increases in employee contribution rates for the Kaiser and UC Health Net Blue and Gold plans shall not exceed \$10 per month (up to aggregate increase of \$120/year) over the prior year for each year of the agreement.

No limit on co-premium increases currently exists for the other plans (PPOs) offered. Employee health benefit contributions at the University are pegged to pay bands. Lower-paid employees pay lower co-premiums. The University, in consultation with its unions, established four pay bands. 50% of EX members are in pay band one, with a current top salary of \$68,000 a year. The other 50% are almost all in pay band two, with a current top salary of \$136,000. The bands are adjusted periodically for inflation.

Union’s Proposal: The Union proposes to freeze employee contribution rates in effect in 2024 for all plans for the life of the agreement. The Union argues that, over a five-year period, its HMO members would end up paying even more out of pocket under the employer’s proposal than they would if the current agreement’s \$10 / month limit on increases were continued. Moreover, the Union is concerned for its members who must subscribe to PPOs, for geographical and/or choice of provider reasons. Their costs would soar under the Employer’s proposal. Some AFSCME members eloquently testified at the factfinding hearing about these challenges.

The Union characterizes the \$10 / month caps in effect in the 2020 – 2024 agreement as “hard-fought.” The Union estimates that, by the last year of a 5-year agreement, pay band one members would pay \$171 more per month for Kaiser family coverage under the Employer’s proposal than they would if the rates were frozen. UC Blue & Gold (the other offered HMO) family coverage members would pay \$2,452 more per month. Pay band two members would pay \$2,500 and \$3,835 more per month for family HMO coverage, respectively.

The Union’s analysis of the Employer’s proposal is that it 1) Increases premiums to the uncapped rates paid by unrepresented employees, 2) Increases co-premiums by 9%, and 3) allows the co-premiums to float annually at its discretion (with rebates.)

The Union pointed to private sector comparators such as Kaiser and Sutter Health where employees do not share in premium costs. The Union also notes that employee co-premiums were frozen for the duration of the contract immediately preceding the recently-expired one.

Employer’s Proposal: The Employer proposes to allow the co-premiums to float annually at its discretion for the duration of the agreement. However, the University proposes to pay a “monthly credit” to unit members who select an HMO. Those in pay band one would receive a \$100 monthly credit. Those in pay band two would receive a \$75 monthly credit.

The University calculates that, under its proposal, in 2025 it will pay an average of 91% of health benefits premiums for pay band one. It would pay 83% of premiums for those in pay band two. “UC’s contribution is competitive when compared to other employers, who contribute an average (nationally) of 83% of the cost of medical coverage for a single employee and 71% of the cost of coverage for a family,” the University asserts.

Panel Findings and Recommendations: UC’s pay banding for health benefit contributions is innovative and equitable. For twenty years, it has acted as a progressive tax on UC’s higher-paid employees to subsidize health benefit premium contribution rates for the system’s lower-paid workers. It is a model that should be studied and emulated by other employers and their unions.

Both sides of the dispute are proposing to continue pay banding. The difference is that the union proposes to freeze employee contributions at current levels for the duration of the agreement. The Employer would discontinue the cap on employee contribution increase, but offer a kind of rebate that replaces the cap. Why the Employer proposes to switch from a cap system to a rebate system was not entirely clear.

The Union’s proposal for a premium contribution freeze is out of line with the parties’ previously negotiated four-year agreement. The Union presented no evidence that a fixed employee co-premium is the norm in comparable jurisdictions. For these reasons, the panel rejects the Union’s health benefits proposal.

The Employer-proposed rebate is the closest proposal on the table to the status quo. It would serve to reduce the premium contribution of EX unit members in the first year and gradually increase it over the life of the agreement. In the short term, this benefits the Union’s members who are struggling to achieve adequate take-home pay. Over the longer term, the benefits of the rebate erode. The Employer’s proposal should be augmented by increasing the subsidy rates in the last two years of the agreement.

The panel recommends adoption of the Employer’s proposal for \$100 and \$75 monthly credits toward employee health benefit premium contributions, to be increased proportionately in the latter years of the CBA if the parties agree on the longer term for the CBA.

Seth Newton Patel ___ I concur X I dissent

Guillermo Santucci X I concur ___ I dissent

Article 6 – Development

8) Joint Workforce Development and Career Ladder Programs

Current Agreement / Status Quo: The current agreement includes no language on joint workforce development or career ladders

Union’s Proposal: The Union proposes to meet and confer with the University, as follows:

- a. Prioritize the recruitment, training, development, advancement and retention of UC employees, any laid off UC employees, as well as job seekers from local, underrepresented communities.
- b. Provide for matching of State funds.
- c. Provide training and placement programs for mutually agreed upon titles that the University is outsourcing, that the University demonstrates are hard-to-fill, and/or for which there are vacancies.
- d. Provide training and placement programs for mutually agreed upon titles that the University is outsourcing, that the University demonstrates are hard-to-fill, and/or for which there are vacancies.
- e. Provide training and advancement programs for mutually agreed upon titles for incumbent UC employees.
- f. Provide AFSCME with detailed information on all vacancies, as well as titles and positions identified in c. and d. above.
- g. Include University employment for trainees, interns, and apprentices, in the appropriate University bargaining units.
- h. Detail title-specific wage rates and progression, and adherence to the bargaining unit minimum wage.
- i. Provide incumbent University employees with full income replacement for the duration of their participation in the program.
- j. Provide University employees with the right to return to their former position and wage rate should they not complete the program or be promoted.
- k. Detail University coverage of training costs and fees

The Union contends that this is a vital need for AFSCME members who want to progress in their careers within UC. It seeks “meet and confer” status to make the contract language more enforceable.

Employer’s Proposal: The Employer presented a detailed counterproposal, which it summarizes as follows:

“The University's proposal includes language for the parties to meet and discuss opportunities to develop a joint workforce development program, specifically:

- Opportunities to prioritize the recruitment, training, development, advancement and retention of UC employees, any laid off UC employees, as well as job seekers from local, underrepresented communities;
- Opportunities that provide training and placement programs for mutually agreed upon titles that the University is outsourcing, that the University demonstrates are hard-to-fill, and/or for which there are vacancies;
- Opportunities that provide training and advancement programs for mutually agreed upon titles for incumbent UC employees;
- Opportunities that include University employment for trainees, interns, and apprentices, in the appropriate University bargaining units;
- Opportunities to include title-specific wage rates and progression, and adherence to the bargaining unit minimum wage;
- Opportunities to provide University employees with the right to return to their former position and wage rate should they not complete the program or be promoted.”

Panel Findings and Recommendations: The parties are very close to an agreement on this section. Other than details that can be worked out in the implementation, the main sticking point is the distinction between “meet and confer” and “meet and discuss.” These are identical processes until the parties reach an unbridgeable gap in their deliberations. Under the Union’s proposal, the Union could declare impasse and request to be certified for impasse proceedings by PERB. This would be tantamount to a contract reopener. It would formalize the process and pave the way for unilateral implementation or a strike.

The Employer’s proposal appears to be a serious commitment to address this core concern of the Union affecting the career mobility of its EX members. “Meet and discuss” is a more appropriate procedure to accomplish it without reopening the agreement. The Union has proposed a separate Career Ladder commitment. This concept could be incorporated into the agenda of the workforce development program.

The panel recommends adoption of the Employer’s proposal for a “meet and discuss” process around joint workforce development, incorporating the Union’s proposal to discuss career ladders.

Seth Newton Patel ___ I concur X I dissent

Guillermo Santucci X I concur ___ I dissent

9) Reimbursement for Certification, Licensure and Professional Association Membership

Current Agreement / Status Quo: The CBA currently does not provide for reimbursement for certification, licensure and professional association membership fees required for retaining employment.

Union’s Proposal: The Union proposes to add the following sentence to Article 7.A2:

Employees shall also be reimbursed for the costs of certification, licensure, and professional association membership required by the University.

The EX unit includes many job classifications that require regular renewal of licensure or certification. The Union argues that it would help defray work-related expenses for many of the Union’s modestly compensated unit members.

Employer’s Proposal: The Employer proposes to continue the status quo. The University argues that it does not provide for reimbursement of basic licensure and certification costs necessary for holding the position in any of its CBAs.

Panel Findings and Recommendations: This Union proposal is one that the University could adopt at a relatively modest cost but it would signify its support for the lower-paid employees vital to its operations. Under a similar philosophy as “pay banding,” such an agreement would not set precedent for its bargaining with other UC unions.

The panel recommends adoption of the Union’s proposal for reimbursement of licensure and certification expenses and professional association membership fees required by the University as a condition of employment.

Seth Newton Patel X I concur ___ I dissent

Guillermo Santucci ___ I concur X I dissent

10) Release Time for Professional Development

Current Agreement / Status Quo: The CBA currently provides that release time for participating in professional development and educational leave programs shall “not be unreasonably denied.”

Union’s Proposal: The Union proposes to substitute “only be denied based on operational necessity” for the above quoted phrase.

Employer’s Proposal: The Employer proposes to continue the status quo.

Panel Findings and Recommendations: The Union did not supply the panel with any information about problems with unit members getting released under the current language. Absent that showing, the CCL suffices.

The panel recommends adoption of the Employer’s proposal for status quo on release time for professional development.

Seth Newton Patel ___ I concur X I dissent

Guillermo Santucci X I concur ___ I dissent

11) University Fee Reduction for Dependents

Current Agreement / Status Quo: The CBA currently does not provide for student fee reductions for dependents of unit members. Currently, the agreement provides for a 2/3 reduction of fees for unit members, but not their dependents.

Union’s Proposal: The Union proposes to add the following sentence to Article 7.D.1:

Career employees’ dependents who are admitted to the University shall be granted a two-thirds (2/3) reduction of both the University registration fee and the University educational fee per quarter or semester.

The Union presented compelling testimony about instances where members were proud to have their children admitted to a UC but struggled to afford the tuition.

Employer’s Proposal: The Employer proposes to continue the status quo. The University argues that it does not provide fee reductions for employees’ dependents in any of its CBAs.

Panel Findings and Recommendations: This Union proposal is one that the University could adopt at a very modest cost, but it would signify its support for the lower-paid employees vital to its operations. For many members of the EX unit, the challenges of obtaining a life-changing bachelor’s or master’s degree seem insurmountable. What is more often within their reach, however, is the prospect of providing their children with that opportunity. Including this in the EX CBA would be a win-win for the University, the Union and its members. Under a similar philosophy as the “pay banding,” such an agreement would not set precedent for its bargaining with other UC unions.

The panel recommends adoption of the Union’s proposal for tuition fee reduction for the dependents of unit members.

Seth Newton Patel X I concur ___ I dissent

Guillermo Santucci ___ I concur X I dissent

Article 7 – Discipline & Dismissal

12) Disciplinary Demotion

Current Agreement / Status Quo: The CBA currently includes the option of disciplinary demotion or salary decrease as types of discipline.

Union’s Proposal: The Union proposes to delete disciplinary demotion and salary decrease as disciplinary options.

Employer’s Proposal: The Employer proposes to delete salary decrease and demotion as disciplinary options. The Employer also proposes to add the following sentence to Article 7B:

If an employee is no longer qualified to perform their duties on a temporary basis, the employee may be offered the option to accept a downward reclassification in lieu of a termination. This includes, but is not limited to, employees failing to maintain certifications or licenses required for the position that offer proof that they are working towards becoming recertified or licensed.

Panel Findings and Recommendations: The parties did not present examples of why these changes are needed. Since both parties are seeking to delete disciplinary demotion and pay decrease as disciplinary options, the panel supports that change. The University’s added sentence is unnecessary. An employer can always negotiate with the union a demotion in lieu of termination on a case-by-case basis.

The panel recommends adoption of the Union’s proposal to delete “salary decrease” and “disciplinary demotion” from the list of available disciplinary options.

Seth Newton Patel X I concur ___ I dissent

Guillermo Santucci X I concur ___ I dissent

Article 8 – Duration

13) Term of Agreement

Current Agreement / Status Quo: The CBA that expired on July 31, 2024, had a term of four years and seven months.

Union’s Proposal: The Union proposes an agreement that begins upon ratification and expires October 31, 2027. The Union sees the term of agreement as tied to the core economic issues.

Employer’s Proposal: The Employer proposes an agreement that begins upon ratification and expires July 31, 2029. The Employer advocates for a longer agreement to foster stability in labor relations. It also argues that the proposed term is consistent with the recently expired agreement.

Panel Findings and Recommendations: The parties certainly could benefit from an extended break from the exhausting and resource-consuming process of systemwide bargaining. If the parties adopt

the wage proposal recommended by the panel, they will be busy with location bargaining throughout the life of the agreement. A four- and a half-year agreement is consistent with the parties' prior agreement.

Unfortunately, the Employer has not done enough in the core economic package to incentivize the Union to accept a longer term. The Employer must make the last two years of the wage agreement as attractive as the first three years. The Employer must also fix the problem that the cushioning effect of the monthly health benefit credit is likely to diminish over time. With these modifications, a longer-term agreement would be beneficial to both sides.

The panel recommends adoption of the Employer's proposal for a term that expires on July 31, 2029.

Seth Newton Patel ___ I concur X I dissent

Guillermo Santucci X I concur ___ I dissent

Article 9 – Grievance Procedure

14) Winter Holiday Grievance Timeline Extension

Current Agreement / Status Quo: The current CBA contains no provision for an automatic winter break grievance timeline extension.

Union's Proposal: The Union proposes that when a grievance deadline – for filing, responding, or appealing – falls between December 15 and January 5, the due date will be automatically extended until January 10.

Employer's Proposal: The Employer adds to the Union's proposal the following:

Locations that do not have a winter curtailment period may elect to follow this process by mutual agreement.

Panel Findings and Recommendations: Where possible, grievance filing rules should be consistent throughout the complex 15-location UC system. The Union's proposal is simple and easily understood by the practitioners. It is hard to imagine that locations that have no winter closure would object to an automatic extension of grievance deadlines.

The panel recommends adoption of the Union's proposal for a uniform December – January extension of grievance timelines systemwide.

Seth Newton Patel X I concur ___ I dissent

Guillermo Santucci X I concur ___ I dissent

15) Systemwide Grievances

Current Agreement / Status Quo: The current CBA contains no definition of a systemwide grievance and no special procedures for processing systemwide grievances. The CBA does allow consolidation of “grievances of two or more employees” by mutual agreement.

Union’s Proposal: The Union proposes that grievances “designated” by the Union as systemwide grievances may bypass steps one and two of the procedure.

Employer’s Proposal: The Employer agrees to add “systemwide grievances” into the contract that bypass steps one and two of the procedure. The University gives the Union the right to “initiate” systemwide grievances, rather than “designate” them. The Employer adds a definition of a systemwide grievance, as follows:

- i. A dispute involving the annual report that the University is obligated to produce under Article 5 D. 7 of this MOU; or
- ii. A dispute(s) where the alleged violation of an Article of this MOU involves identical factual elements. The Parties agree that systemwide grievances are uncommon and that the default for resolving disputes shall be the grievance procedures detailed above.

Panel Findings and Recommendations: The parties here are attempting to write grievance procedure rules that streamline the process when systemwide issues are involved. The parties did not present examples of problems generated by the absence of clarity on this issue. But the panel can appreciate that it is not always a straightforward task to distinguish between a grievance that is systemwide from one that is unique to a location. It makes sense to bypass location-level grievance procedure steps if the problem originates from systemwide or multi-location policy or actions.

The panel favors the Union’s proposal (although agrees with the Employer’s substituting the word “initiate” for “designate”). The Union’s proposal is simple and doesn’t try to impose a strict definition on issues that may be nuanced and complex. Ultimately, the parties have an arbitration procedure that can sort out whether a grievance is truly systemwide or not.

The panel recommends adoption of the Union’s proposal on systemwide grievances, incorporating the Employer’s proposal to include the word “initiate” instead of “designate.”

Seth Newton Patel X I concur I dissent

Guillermo Santucci I concur X I dissent

Article 10 – Health and Safety

16) Loss of Pay for Unhealthy Conditions

Current Agreement / Status Quo: The current CBA contains no “loss of pay” section in the health and safety article. It does include general commitments to maintaining a safe workplace and complying with location health and safety policies and procedures. It also includes the following:

An employee shall not be assigned to any abnormally dangerous or hazardous task at the employee's place of employment... An employee who has reported to her/his supervisor an abnormally hazardous or dangerous assignment has the right to refuse to perform work that s/he believes is abnormally dangerous or hazardous, while the University is investigating or remedying his/her concern.

Only disputes relating to the “assignment of any abnormally hazardous or dangerous tasks” are subject to the arbitration procedure under this article. “An arbitrator shall not have the authority to substitute his/her judgement for the EH&S professional regarding whether a task or assignment is abnormally hazardous or dangerous,” the CBA reads.

Union’s Proposal: The Union proposes that the following sentence be added:

Employees not completing one or more scheduled shifts due to unhealthy air quality, fire danger, excessive heat, flooding, or other hazards shall be in a without loss of straight time pay status.

The Union contends that unit members have had to use their own leave when sent home under unhealthy conditions.

Employer’s Proposal: The Employer agrees to continue pay for employees, but only when the University has “declared that a state of emergency exists.” It will also only pay when the University is “unable to re-assign the employees to alternate shifts or locations.”

Panel Findings and Recommendations: The Union has the burden of showing that the current CBA is inadequate to address its members’ concerns about working under unsafe conditions. Arguably, the CBA includes provisions that protect the unit members from having to work under “abnormally hazardous or dangerous” conditions. The Union made no effort at the factfinding hearing to demonstrate that it had attempted to utilize the existing provisions in Article 10 and had found them inadequate at the arbitration level. Nor did the Union show that any other UC union has a similar provision in its CBA.

The University’s counterproposal, on the other hand, is overly detailed and includes elaborate restrictions that may prove to be cumbersome and unnecessary. The panel recommends that the parties revert to CCL on this item and further pressure-test the existing agreement.

The panel recommends current contract language on loss of pay for unhealthy conditions.

Seth Newton Patel ___ I concur X I dissent

Guillermo Santucci X I concur ___ I dissent

17) Compliance Contingent on Budgeted and Available Funds

Current Agreement / Status Quo: The current CBA contains the following provision in Article 10.E:

The University and AFSCME acknowledge that the University's ability to comply with the provisions of this Article is subject to the availability of specifically budgeted funds for the particular efforts which may be necessary in order for the University to meet its obligations under this Article and/or pursuant to any settlement, and/or award rendered pursuant to a grievance related to the provisions of this Agreement and Article. The University and AFSCME agree that the availability of such specifically budgeted and available funds shall be a contingency upon which the University's compliance with a settlement, award and/or order of enforcement of such decision relative to a grievance related to this Article shall be dependent.

Union's Proposal: The Union proposes that this section be deleted.

Employer's Proposal: The Employer proposes to retain the section. UC notes the following: "The health and safety of all University employees is critically important, and the University remains committed to proposals that support the well-being of all employees. Regarding this contract provision, the University is not aware of any instance where the University has invoked the provision in any dispute but is completing a review of bargaining history in order to make an informed decision whether to concur or dissent with the recommendation."

Panel Findings and Recommendations: As noted in the previous section, the current CBA restricts what aspects of health and safety can be arbitrated. It also provides that an arbitrator may not substitute his or her judgment for that of the University's own health and safety expert. With these guardrails already in place, this CBA provision is unnecessary. It is unconscionable that the University would want protections against correcting "abnormally hazardous or dangerous" conditions if funds were not available.

The panel recommends the Union's proposal to delete the "Compliance" section of the health and safety article.

Seth Newton Patel X I concur ___ I dissent

Guillermo Santucci ___ I concur ___ I dissent

18) Safety Shoe Allowance

Current Agreement / Status Quo: The current CBA requires the University to provide “safety shoes” to unit members “where required to be worn by the University.” It also provides that “University-provided items damaged or worn out in the performance of duties shall be repaired or replaced by the University.” It also includes the following:

In those work locations where the University does not permit employees to wear or take home the shoes s/he wears at the work site, the University will, when those shoes are worn out, either supply the employee with replacement shoes or reimburse the employee for the reasonable replacement costs of her/his work shoes. Both the determination of when shoes are worn out, and the decision to either provide replacement shoes or reimburse the employee for the reasonable costs of replacing worn-out shoes, are at the sole non-grievable, non-arbitrable discretion of the University.

Union’s Proposal: The Union proposes that this last section be deleted and replaced by the following:

The University shall supply employees with work shoes every six (6) months, up to a maximum cost of \$300 per pair of shoes.

The Union presented persuasive testimony from members who had suffered from an unhealthy use of inadequate and infrequently replaced work shoes. Union members complained about the low quality of provided shoes. The Union points out that most of its members in the EX unit are on their feet most of the workday, many in conditions that will quickly wear out shoes.

Employer’s Proposal: The Employer proposes to retain the current language on work shoes.

Panel Findings and Recommendations: The panel believes that it is time for the University to remove the issue of shoe replacement from local management. This current arrangement sets up a built-in conflict between supervisors and their employees. The Employer should also get out of the business of supplying work shoes, a task that no doubt takes up much valuable supervisory time. The Employer should reimburse employees for receipted work shoes expenses.

The dollar amount proposed by the Union exceeds that of comparable CBAs. Skilled trades units at UC Irvine, UCLA, Santa Barbara and Merced (among others) have annual shoe allowances. The most typical is \$250 per year. The panel recommends that the parties adopt a work shoe reimbursement program beginning at \$250 per year in 2025. The amount should increase to \$300 in January 2027.

The panel chairperson recommends that unit members be reimbursed for work shoe expenses up to \$250 per year upon ratification, and up to \$300 per year beginning in 2027. Neither party panel member supports this recommendation, so the panel is deadlocked.

Seth Newton Patel ___ I concur X I dissent

Guillermo Santucci ___ I concur X I dissent

Article 11 – Holidays

19) Additional Holidays

Current Agreement / Status Quo: The current CBA provides for twelve paid holidays. At the Lawrence Berkeley National Lab, a thirteenth holiday (Veterans Day) is observed, subject to federal approval.

Union’s Proposal: The Union proposes adding three additional paid holidays – Juneteenth and two floating personal holidays. The Union argues for more paid time off for its unit members who kept the University functioning during the pandemic and beyond.

Employer’s Proposal: The Employer also proposes to add Juneteenth as a holiday. It considers the issue an “economic issue.” It rejects the addition of personal holidays.

Panel Findings and Recommendations: UC’s contract with the CA Nurses Association includes Juneteenth as a holiday. It does not include “personal holidays.” Nor does UC’s CX contract with Teamsters Local 2010, representing clerical and allied employees, include personal holidays. The burden is on the Union to show the justification for adding personal holidays to the agreement. It has not done so.

The panel recommends that Juneteenth be added as a holiday and the Employer’s proposal of no “personal holidays” be adopted.

Seth Newton Patel ___ I concur X I dissent

Guillermo Santucci X I concur ___ I dissent

20) Additional Premium Holidays

Current Agreement / Status Quo: The current CBA provides for work on six holidays to be paid at time and a half.

Union’s Proposal: The Union proposes to add three additional premium holidays – MLK Jr. Day, Cesar Chavez Day and December 24th.

Employer’s Proposal: The Employer also proposes to add December 24th as a premium holiday, but not Cesar Chavez Day or MLK Jr. Day.

Panel Findings and Recommendations: UC’s NX contract with the CA Nurses Association includes MLK Jr. Day as a premium holiday, for a total of eight. AFSCME’s patient care members work side by side with these nurses and should have similar holiday benefits. The panel could see no justification, from comparable bargaining units or otherwise, in also adding Cesar Chavez Day as a premium holiday

The panel recommends that the parties designate December 24 and MLK Jr. Day as premium holidays.

Seth Newton Patel X I concur I dissent

Guillermo Santucci I concur X I dissent

Article 12 – Hours of Work

21) Variable Shifts by Mutual Agreement Only

Current Agreement / Status Quo: The current CBA allows the Employer to create variable schedules but must give the unit member advanced notice.

Union’s Proposal: The Union proposes that variable schedules only be allowed by mutual agreement.

Employer’s Proposal: The Employer proposes status quo.

Panel Findings and Recommendations: The Union failed to present any examples where the right to create variable scheduling has been abused by the Employer.

The panel recommends the University’s proposal of status quo on variable schedules.

Seth Newton Patel I concur X I dissent

Guillermo Santucci X I concur I dissent

22) Notice for Schedule Changes

Current Agreement / Status Quo: The current CBA requires the Employer to give two weeks’ advanced notice “insofar as practicable” for posting work schedules. It also requires the Employer to provide fifteen days’ notice for a “long-term change in the employee’s shift.” Provision of such notice is not grievable.

Union’s Proposal: The Union proposes that two weeks’ notice be changed to three weeks’ notice. The Union also proposes that notice of long-term shift change be thirty days. The Union also proposes that failure to provide proper notice be grievable.

Employer’s Proposal: The Employer proposes status quo. The Employer

Panel Findings and Recommendations: The companion SX agreement already has three weeks’ notice for posting work schedules. The difference between the two agreements probably stems from the special scheduling challenges at medical centers. The parties presented no evidence on this one way or the other.

The Union presented no evidence that notice for long-term schedule changes has been inadequate.

The Union’s proposal to allow grievances on failure to provide proper notice aligns it with standard CBA provisions.

The panel chairperson recommends the University’s proposal of status quo on two weeks’ notice for posting work schedules and fifteen days for long-term schedule changes. The panel chairperson recommends the Union’s proposal that failure to provide proper notice is subject to the grievance procedure. Neither party panel member supports this recommendation, so the panel is deadlocked.

Seth Newton Patel ___ I concur X I dissent

Guillermo Santucci ___ I concur X I dissent

23) Eligibility for Lateral Transfer

Current Agreement / Status Quo: The current agreement provides for lateral transfers being granted to the most senior qualified applicant “in good standing.” It does not limit the number of times a unit member can exercise transfer rights.

Union’s Proposal: The Union proposes status quo.

Employer’s Proposal: The Employer proposes that “good standing” be defined as “no discipline or other corrective action during the six-month period prior to the assignment.” The Employer also proposes that an employee who has transferred within the prior twelve months not be eligible for another transfer.

Panel Findings and Recommendations: The University failed to present any examples where multiple transfers have posed a problem for management. Nor did it present examples where a precise definition of “good standing” was necessary.

The panel recommends the Union’s proposal of status quo.

Seth Newton Patel X I concur ___ I dissent

Guillermo Santucci X I concur ___ I dissent

24) Break Relief

Current Agreement / Status Quo: The current CBA provides for two 15-minute rest periods during a shift. It contains no reference to break relief.

Union’s Proposal: The Union proposes a new sentence that reads “Each unit shall have a mechanism for meal and rest period relief on each shift to ensure that safe staffing is maintained during meal and rest periods.”

The Union cites a section in UC’s NX contract for registered nurses that reads “Each unit shall have a mechanism for meal and break relief on each shift which shall be implemented consistent with professional nursing judgment and patient care needs that to ensure that required staffing is maintained during meal and rest periods.”

Employer’s Proposal: The Employer proposes the status quo.

Panel Findings and Recommendations: This is a complex area where the CBA intersects with state law. The section cited by the union from the NX contract makes specific reference to “professional nursing judgment and patient care needs.” To the extent that a parallel condition exists, it is in the Union’s licensed medical center positions, such as respiratory therapist. The Union’s proposal is ambiguous – it reads “consistent with professional patient care judgment and patient care needs.” It begs the question: Whose judgment? Who determines the patient care needs to decide if break relief is required? This proposed contract provision is much too blunt an object to deal with the complexities and nuances of, for example, respiratory therapist scheduling. Its inclusion in the contract would most likely heighten rather than curtail staffing disputes.

The panel recommends the University’s proposal of status quo on break relief.

Seth Newton Patel ___ I concur X I dissent

Guillermo Santucci X I concur ___ I dissent

25) Penalties for Missed Meal and Rest Periods

Current Agreement / Status Quo: The current CBA does not provide pay for missed meal and rest periods.

Union’s Proposal: The Union proposes a new section based on California statutory requirements covering health care workers.

Employer’s Proposal: The Employer also proposes a new section incorporating statutory requirements to pay for missed meal and rest period for healthcare employees.

Panel Findings and Recommendations: Both parties seek to bring language based on the statutory provisions into the CBA. This creates a more streamlined way of dealing with alleged violations – through the grievance procedure, rather than the state’s administrative agencies.

The distinctions between the parties’ proposals are highly technical. The parties should convene a working group of experts and practitioners to iron out the differences and arrive at a common language proposal to recommend to the bargaining teams.

The panel recommends the parties convene a working group of experts and practitioners to develop mutually acceptable language around missed meal periods. Neither party panel member supports this recommendation, so the panel is deadlocked.

Seth Newton Patel ___ I concur X I dissent

Guillermo Santucci ___ I concur X I dissent

26) No Mandatory Overtime

Current Agreement / Status Quo: The current CBA allows management to assign overtime based on inverse seniority when a volunteer list is exhausted.

Union’s Proposal: The Union proposes to ban the use of mandated overtime.

Employer’s Proposal: The Employer seeks the status quo.

Panel Findings and Recommendations: California state law protects registered nurses from mandatory overtime except under specific circumstances. It is on that basis, presumably, that the University agreed to a clause with the CNA that prohibits mandatory overtime for RNs except in a “university-declared emergency.” The Union proposes to extend this prohibition to its entire EX membership.

The Union hopes that, by barring mandatory overtime, the University will be forced to hire more regular employees. Instead, the result might be the greater use of temporary or contract workers. The

provision in the NX CBA is highly unusual and derived from statutory imperatives. The Union, in this case, has not made the case based on any of the factfinding criteria that the panel should recommend a ban on mandatory overtime.

The panel recommends the University’s proposal of status quo on mandatory overtime.

Seth Newton Patel ___ I concur X I dissent

Guillermo Santucci X I concur ___ I dissent

27) Overtime Pay Based on Hours Paid

Current Agreement / Status Quo: The current CBA compensates the unit member at time and a half only after forty hours worked in a workweek.

Union’s Proposal: The Union proposes to require payment of time and half after forty hours paid, not worked.

Employer’s Proposal: The Employer seeks the status quo.

Panel Findings and Recommendations: The Union did not cite any other UC contracts that include the provision it seeks.

The panel recommends the Employer’s proposal of status quo.

Seth Newton Patel ___ I concur X I dissent

Guillermo Santucci X I concur ___ I dissent

28) Employee Selection of Paid Overtime or Compensatory Time Off

Current Agreement / Status Quo: The current CBA allows the unit member to select comp time only with the approval of management.

Union’s Proposal: The Union proposes allowing the unit member to make an annual selection of overtime or comp time.

Employer’s Proposal: The Employer seeks the status quo.

Panel Findings and Recommendations: The Union did not cite any other UC contracts that include the provision it seeks.

The panel recommends the Employer’s proposal of status quo.

Seth Newton Patel ___ I concur X I dissent

Guillermo Santucci X I concur I dissent

29) Rest Period Between Shifts

Current Agreement / Status Quo: The current CBA has no required rest period between work shifts.

Union’s Proposal: The Union proposes that a unit member required to work a shift less than eight hours after completing another work shift be paid at time and half for all hours worked on the second shift.

Employer’s Proposal: The Employer proposes the status quo.

Panel Findings and Recommendations: The Union apparently bases this proposal on a provision in the CNA’s NX agreement. That provision pays overtime rates for a shift worked less than six hours after completion of another shift. The Union, in this instance, did not justify why this provision is needed in the EX contract, let alone why it needs to be an eight-hour break rather than the six-hour break in the NX agreement.

The panel recommends the University’s proposal of status quo on rest period between shifts.

Seth Newton Patel I concur X I dissent

Guillermo Santucci X I concur I dissent

30) Extra Shift Bonus

Current Agreement / Status Quo: The current CBA has no extra shift bonus.

Union’s Proposal: The Union proposes that a unit member working an extra shift beyond their regularly scheduled shift receive a bonus of not less than \$100.

Employer’s Proposal: The Employer proposes the status quo.

Panel Findings and Recommendations: The Union bases this proposal on provisions already in place in some locations where short staffing has been a concern. Such arrangements are best left to local negotiations, where this issue is relevant.

The panel recommends the University’s proposal of status quo on extra shift bonus.

Seth Newton Patel I concur X I dissent

Guillermo Santucci X I concur I dissent

New Article – Affordable Housing

31) Housing Assistance Funds

Current Agreement / Status Quo: The current CBA has no article on housing.

Union’s Proposal: The Union proposes that the University contribute 2% per year to a fund “to provide employees and community with up to \$25,000 each” for “rent, mortgage payment, and utility assistance; health, building code, and climate-related upgrades; and assistance to avoid eviction.” The Union also proposes that the University provide unit members “with low-interest home loans similar to those provided to executives, with terms that remove barriers to employee home ownership.”

The Union offered a robust and detailed analysis of the crisis in affordable housing in the locations where the University has educational institutions, medical centers, and labs. Members made heartfelt presentations about rising rents, difficulty in buying a home, and long commutes due to the location of affordable housing.

The Union referenced a program at UC Davis that resulted from the settlement of a lawsuit. In that instance, the University built student-oriented housing at Aggie Square that displaced low-income housing. In this instance, the University agreed with the City of Sacramento and the Union to build affordable housing that would be offered to unit members and others in the community, in partial compensation for this displacement. In the agreement, the University agreed to provide \$5 million in housing assistance funds of up to \$20,000 each for unit members and others in the community.

Employer’s Proposal: The Employer proposes the status quo. The University countered the Union’s argument with a perspective that “UC-owned housing is available for students, not employees.” Those programs that exist are limited to faculty, it stated. It previously had housing stipend agreements with the union representing medical residents and interns. Those agreements are no longer in effect.

The University asserts that there was no testimony or evidence in the factfinding record that established the University has contributed to the housing crisis. UC states that the Union has not cited any authority to support the position that this topic is a mandatory subject of bargaining.

Panel Findings and Recommendations: Scarcity of affordable housing is a critical issue in the state of California. It is a pressing issue not just for UC employees but for all working- and middle-class families. A variety of factors have contributed to the crisis: restrictive zoning codes, organized “NIMBY” groups, and failure of political will at the municipal level to build urgently needed housing. The problem is particularly acute for blue-collar and technical workers, such as those in the SX and EX units, who

must report to work in person to workplaces surrounded as far as the eye can see by million-dollar homes. It is in the Employer’s interest – as well as the Union’s – to make inroads into this challenging barrier to recruitment and retention of valued workers.

It is plausible to conclude that the University has contributed to this housing crisis. The expansion of UC’s student enrollments and medical centers has put upward pressure on the cost and availability of housing for its own workforce. The University is far from the only blameworthy player, of course; fault also lies at the feet of developers, politicians, and “Not in My Backyard” voters.

Providing and /or subsidizing workforce housing is a time-honored topic in labor contracts. From company housing provided by factory and mine owners to current efforts to provide affordable housing to teachers and firefighters, the topic has a long history. Today, only a tiny portion of labor contracts cover housing, but a small but growing trend is to reexamine this issue as a possible component of employee compensation.

The University of CA has not yet found a viable way to begin this discussion with its unions. The panel is reluctant to aggressively “plow new ground” by recommending a fixed investment in this project. It is up to the parties – in coordination with other stakeholders such as municipalities and the state government – to forge innovative approaches to this issue.

As a start, the panel recommends that the parties select a handful of locations to institute pilot programs for affordable housing for unit members. Each location has its own geographical, political, and legal framework for dealing with housing affordability. The issue lends itself to a collaborative, not adversarial, problem-solving approach. The parties began those discussions around the impacts of the Aggie Square development on employee housing. They can build on that by selecting promising locations and developing locale-specific projects that will meet both sides’ interests. Such discussions could include the option of low-interest home loans.

The panel recommends the creation of pilot programs at five locations statewide designed to support affordable housing for unit members. Neither party panel member supports this recommendation, so the panel is deadlocked.

Seth Newton Patel ___ I concur X I dissent

Guillermo Santucci ___ I concur X I dissent

32) University Investment in Affordable and Responsible Housing

Current Agreement / Status Quo: The current CBA has no article on housing.

Union’s Proposal: The Union proposes that the University “shall divest the UCRP and General Endowment Pool from Blackstone and other housing corporations failing to commit to responsible landlord standards of: freezing of rental rates, no ‘no fault’ evictions, and safe and health[y] properties.” The Union also proposes that the “University shall invest the billions currently invested in Blackstone in truly affordable, social housing for students, employees, and community, including housing on UC land. Such housing shall include substantial allocations for individuals who fall into the ‘Extremely Low’, ‘Very Low’, ‘Low’, and ‘Moderate’ income categories, based on household size, as updated annually by the United States Department of Housing and Urban Development.”

Employer’s Proposal: The Employer proposes the status quo. The University contends that this topic is outside the scope of bargaining.

Panel Findings and Recommendations: This is a political / policy proposal in the guise of a labor contract proposal. The panel chairperson believes that it is highly likely that, unlike the housing assistance funds proposal, PERB would agree that this topic is outside the mandatory scope of bargaining. The Union clearly has other avenues, outside the confines of the bargaining table, to pursue this agenda.

The panel recommends the University’s proposal of status quo on housing investment.

Seth Newton Patel ___ I concur **X** I dissent

Guillermo Santucci **X** I concur ___ I dissent

33) Responsible Landlord Commitment

Current Agreement / Status Quo: The current CBA has no article on housing.

Union’s Proposal: The Union proposes that the University “commits to the responsible landlord standards of: freezing of rental rates, no ‘no fault’ evictions, and safe and health[y] properties.”

Employer’s Proposal: The Employer proposes the status quo. The University contends that this topic is outside the scope of bargaining.

Panel Findings and Recommendations: The Union has not made the case that a nexus exists between this proposal and wages, hours and working conditions. Potentially, if unit members lived in University-owned housing, such a proposal might be relevant and in scope. Absent that, the panel concludes that this is outside the mandatory scope of bargaining and lacks a reason for inclusion.

The panel recommends the University’s proposal of status quo on responsible landlord commitment.

Seth Newton Patel ___ I concur X I dissent

Guillermo Santucci X I concur ___ I dissent

Article 15 – Layoff and Reduction in Time

34) Layoffs Subject to the Grievance Procedure

Current Agreement / Status Quo: The current CBA contains the following sentence: “The University, at its sole non-grievable discretion, shall determine when temporary or indefinite layoffs or reductions in time shall occur.”

Union’s Proposal: The Union proposes to remove “at its sole non-grievable discretion.”

Employer’s Proposal: The Employer proposes the status quo.

Panel Findings and Recommendations: The Union has not identified any agreements under which UC unions can grieve layoffs. It is widely acknowledged in the labor-management community that the employer has the unilateral right to lay off. What is grievable is the order of layoff, selection for layoff, and other aspects such as retraining. Nothing in the current agreement prevents the Union from grieving a violation of these secondary factors.

The panel recommends the University’s proposal of status quo on grievability of layoffs.

Seth Newton Patel ___ I concur X I dissent

Guillermo Santucci X I concur ___ I dissent

35) Meet and Confer Over “Redeployment”

Current Agreement / Status Quo: The current CBA contains an “alternative to layoffs” section but does not use the term “redeployment.”

Union’s Proposal: The Union proposes to include the following sentence: “The University shall make every effort to arrange and offer redeployment to employees targeted for layoff or reduction in time, and agrees to meet and confer with AFSCME over the terms of the voluntary redeployment.”

Employer’s Proposal: The Employer rejects the Union’s proposal but offers the following instead: “The University may arrange and offer redeployment to employees targeted for layoff or reduction in time consistent with Section B, above.”

Panel Findings and Recommendations: The parties have not defined a “redeployment.” Adding either of these sentences will potentially obfuscate what is already a clean process laid out in “alternatives to layoff.”

The panel recommends status quo / CCL on “selection for layoff.”

Seth Newton Patel ___ I concur **X** I dissent

Guillermo Santucci **X** I concur ___ I dissent

36) Length of Time to Learn New Job as Alternative to Layoff

Current Agreement / Status Quo: The current CBA requires the University to “consider” offering an alternative position to an otherwise laid-off employee if that individual can learn the new job “within three months.” The CBA also allows the Employer to lay off out of order if a more junior employee has a skill that “cannot be learned on the job in six (6) months or less without negatively impacting patient care.”

Union’s Proposal: The Union proposes to increase the allowable time to learn a new job in lieu of layoff from three months to one year. It also removes the discretion from the Employer to offer an alternative position.

Employer’s Proposal: The Employer rejects the Union’s proposal and retains the “three month” standard.

Panel Findings and Recommendations: The Union has not identified layoff situations where its unit members would have benefited from the proposed change to a “one-year” standard. However, the existing language seems internally inconsistent. Employees with fewer skills are allowed a six-month training period to learn a new skill and avoid layoff out of order. Yet unit members slated for layoff cannot avoid layoff unless they can learn a new job in three months. The panel recommends that both sections of the Article use the six-month benchmark, for the sake of consistency. Management must still have discretion, but the contract allows a grievance if that discretion is abused.

The panel chairperson recommends that the University consider offering an alternative position in lieu of layoff if the affected employee can learn the new job skill within six months. Neither party panel member supports this recommendation, so the panel is deadlocked.

Seth Newton Patel ___ I concur **X** I dissent

Guillermo Santucci ___ I concur **X** I dissent

37) Severance Benefit

Current Agreement / Status Quo: The current CBA allows employees who accept severance in lieu of recall rights to receive two weeks’ pay for less than five years’ service. For five years and up employees receive one week for each year of service, to a maximum of sixteen weeks.

Union’s Proposal: The Union proposes that laid off employees receive one week of severance pay for each year of service beginning with the first year, with a minimum of two weeks’ severance pay. Severance pay is paid regardless of whether the employee intends to exercise recall rights.

Employer’s Proposal: The Employer proposes status quo.

Panel Findings and Recommendations: The Union has not identified layoff situations where its unit members would have benefited from the proposed change to severance and recall rights. However, other UC contracts have superior severance benefits. TX (Technical unit represented by UPTE-CWA) and CX (Clerical unit represented by Teamsters) each have severance benefits equal to one week of severance for each full year of service. Both those agreements, however, require employees to choose severance or recall rights. The University should agree to improve the EX unit severance benefit to equal that of TX and CX.

The panel recommends that the severance benefit be improved to one week of severance for each full year of service, with the employee having to choose severance or recall rights.

Seth Newton Patel X I concur I dissent

Guillermo Santucci I concur X I dissent

38) Layoff Due to New Technology

Current Agreement / Status Quo: The current CBA has no reference to layoff resulting from technology.

Union’s Proposal: The Union proposes the same right to retraining and reemployment as for employees laid off for other reasons. In addition, the union proposes that reemployment “be at the same campus/medical center/Laboratory from which the employee was laid off or released, and will be offered at the same (or greater, if mutually agreeable) duration, percent time, and base rate of pay held by the employee when they were laid off or released. The position will also be at the same appointment type held by the employee when they were displaced.”

Employer’s Proposal: The Employer proposes status quo.

Panel Findings and Recommendations: The Union has not identified layoff situations where its unit members would have benefited from the proposed change to severance and recall rights.

The panel recommends that the Employer’s proposal of status quo on technology-related layoff be adopted.

Seth Newton Patel ___ I concur **X** I dissent

Guillermo Santucci **X** I concur ___ I dissent

Article 16 – Leaves of Absence

39) Leaves of Absence Language

Current Agreement / Status Quo: The current CBA includes extensive language on leaves of absence. It includes sections on personal leave, medical leaves of absence, family and medical leave, pregnancy disability leave, jury duty, voting, blood donations, administrative or legal proceedings, emergencies, university functions, military leave, defense work, and military spouse leave. The current Article 16 does not include a section on bereavement leave (that is in the sick leave article) and does not include a section on reproductive loss leave.

Union’s Proposal: The Union proposes status quo, but continues to conduct its legal review of the Employer’s proposal, and would be in favor of enhancements to the article.

Employer’s Proposal: The Employer proposes extensive language changes. Many of the changes refer to how the contract section meshes with state and federal law. The Employer also proposes to move the bereavement section into this article. Finally, the Employer proposes a new section on reproductive loss leave. The section allows up to five days leave “following a reproductive loss by the employee, by the employee’s current spouse or domestic partner, or by another individual if the employee would have been a parent of a child had the reproductive loss not occurred.”

Panel Findings and Recommendations: The panel does not understand the Union’s objection to the changes proposed by the University in this article. The Employer has characterized most of them as administrative and clarifying language changes. The movement of bereavement leave into this section seems to make sense. And the addition of a new benefit, reproductive loss leave, should be to the Union’s benefit. Certainly, the attorneys and benefits experts from both sides should go over the proposed changes with a fine-toothed comb before the language becomes final. But the panel, in general, favors the Employer’s proposal on this article over the status quo favored by the Union.

The panel recommends that the modifications to the leaves of absence article proposed by the University be incorporated into the CBA, subject to final legal review.

Seth Newton Patel ___ I concur X I dissent

Guillermo Santucci X I concur ___ I dissent

40) Union Leave

Current Agreement / Status Quo: The University may not grant paid reimbursed leave for less than a single day. The CBA restricts eligibility for such leaves. For longer duration requests, the CBA mandates Employer compliance with such requests. Even for longer duration requests, granting them is “based on operational need.”

Union’s Proposal: The Union proposes to make granting leave shorter than a single day mandatory for the Employer, while maintaining the right of the Employer to deny the leave “when it can demonstrate compelling business needs.” In other union leave sections, it changes the standard from “operational needs” to “compelling business needs.”

Employer’s Proposal: The University proposes status quo.

Panel Findings and Recommendations: The Union bears the burden to explain the need for this change from current language. The Union did not present to the panel any information about problems that have been generated by the current agreement. The panel thereby recommends current contract language.

The panel recommends adoption of the Employer’s proposal for current contract language on union leave.

Seth Newton Patel ___ I concur X I dissent

Guillermo Santucci X I concur ___ I dissent

Article 24 – Out-of-Classification Assignments

41) Out of Class Pay

Current Agreement / Status Quo: The current CBA requires that unit members who perform the full duties of a higher position for at least three weeks be reclassified or paid a stipend of at least 4% over the current pay rate.

Union’s Proposal: The Union proposes to modify the provision to substitute “substantial portion” for “fully perform.” And it proposes to make the effective date of assignment pay the first day of the assignment.

Employer’s Proposal: The Employer proposes status quo.

Panel Findings and Recommendations: The Union provided no examples of where the Employer has manipulated the out-of-class pay provision to avoid stipend pay. The clerical counterpart unit at UC, CX, has the same out-of-class pay rules.

The panel recommends status quo on out-of-class pay.

Seth Newton Patel ___ I concur X I dissent

Guillermo Santucci X I concur ___ I dissent

Article 25 – Parking

42) Parking Citations

Current Agreement / Status Quo: The current CBA contains no provision about parking citations given to unit members.

Union’s Proposal: The Union proposes to add the following: “The University shall dismiss parking citations for permitted employees cited while working overtime.”

Employer’s Proposal: The Employer proposes status quo, except that an employee could request the University consider dismissing citation resulting from unscheduled overtime.

Panel Findings and Recommendations: The Union provided no examples of problems with parking citations. This is a problem that should be dealt with at the location level and/or through the grievance procedure. The Union, where the problem exists, can raise the topic at local parking meetings required under the current CBA.

The panel recommends status quo on parking citations.

Seth Newton Patel ___ I concur X I dissent

Guillermo Santucci X I concur ___ I dissent

43) Shuttle and On-Demand Transportation from Off-Site Parking

Current Agreement / Status Quo: The current CBA contains no provision about this topic.

Union’s Proposal: The Union proposes to add the following: “Locations agree to meet and confer locally in order to expand shuttle and on-demand transportation services from off-site parking.”

Employer’s Proposal: The Employer proposes status quo.

Panel Findings and Recommendations: The Union provided no examples of problems with transportation to or from off-site parking. A meet and confer is, in essence, a contract reopener. It makes the topic subject to the impasse procedure. The Union, where the problem exists, can raise the topic at local parking meetings required under the current CBA.

The panel recommends status quo on shuttles from offsite parking.

Seth Newton Patel ___ I concur X I dissent

Guillermo Santucci X I concur ___ I dissent

44) Parking Rates

Current Agreement / Status Quo: The current CBA contains an appendix that details the maximum amount that parking can be raised per month during each year of the CBA. The negotiated amounts range from \$5 at UC Davis and Merced to \$15 at UCLA.

Union’s Proposal: The Union proposes to “decrease bargaining unit parking rates” by “implementing pay-banded parking rates.”

The Union presented compelling testimony from members who must drive their own cars to work, for a variety of plausible reasons. Those reasons include the cost of housing forcing them to live in areas far from the workplace or in locations not served by public transit. The reasons also include unexpected overtime that lessens the efficacy of carpool arrangements.

Just as for health benefits, a fixed deduction from take home pay - in this instance, for parking - unfairly disadvantages lower-paid employees. It is a much higher percentage of the individual’s pay for a member of the EX unit than for many other UC employees.

Employer’s Proposal: The Employer proposes status quo, with continuation of the limits specified in the appendix. The Employer’s witness testified to the rising costs of providing employee parking and the need for the parking function to “pay for itself.”

Panel Findings and Recommendations: The panel, in general, finds the Union’s point of view on parking quite persuasive. Pay banding for parking rates makes sense for the exact reasons that pay banding for health benefits makes sense.

The major barrier to implementing pay banding for parking is getting buy-in from UC’s other unions. Pay banding, in essence, redistributes the brunt of parking rate increases from lower-paid

employees to higher-paid employees. To impose these higher rates on other UC workers would obviously be untenable. Absent an agreement from all UC unions on pay banding, the panel recommends continuation of the status quo.

The panel recommends the University’s proposal of status quo.

Seth Newton Patel ___ I concur **X** I dissent

Guillermo Santucci **X** I concur ___ I dissent

45) Public Transportation Subsidy

Current Agreement / Status Quo: The current CBA contains no subsidy for employees using public transit. It does provide for the following: “Local Labor/Management Meetings shall be scheduled by mutual agreement to address parking issues and alternative transportation.”

Union’s Proposal: The Union proposes that the “University shall subsidize an employee’s choice of monthly public transportation expenses for bus, metro, or train, by a minimum of \$100 per month.”

Employer’s Proposal: The Employer proposes status quo.

Panel Findings and Recommendations: The Union’s goal of encouraging members to use public transit is laudable. But the Union failed to show that the current agreement is not working in this area. In consultation with Union representatives, locations have the authority to devise ways to incentivize “alternative transportation.” When parking is at a premium, it is certainly in the Employer’s interest to do so.

The panel recommends the status quo on public transportation subsidy.

Seth Newton Patel ___ I concur **X** I dissent

Guillermo Santucci **X** I concur ___ I dissent

Article 28 – Performance Evaluation

46) Evaluation of Supervisors

Current Agreement / Status Quo: The current CBA contains no provision for evaluation of supervisors.

Union’s Proposal: The Union proposes to add the following: “Employees may evaluate their supervisor and/or manager annually, in accordance with a process established by the Union.”

Employer’s Proposal: The Employer proposes status quo.

Panel Findings and Recommendations: The Union already has the means to evaluate supervisors, by a process that it establishes unilaterally. It does not need a contractual provision for this.

The panel recommends the status quo on evaluation of supervisors.

Seth Newton Patel ___ I concur X I dissent

Guillermo Santucci X I concur ___ I dissent

47) Staff Engagement Survey

Current Agreement / Status Quo: The current CBA contains no provision for staff engagement surveys.

Union’s Proposal: The Union proposes the status quo.

Employer’s Proposal: The Employer proposes to add the following: “University locations may utilize the system-wide engagement survey in lieu of creating a new survey, or maintaining its own engagement survey.”

Panel Findings and Recommendations: The Employer did not explain to the panel why it needs this contract provision. Presumably, the University already has the option of proposing a survey format at location-based labor-management meetings and at systemwide labor-management meetings.

The panel recommends the status quo on staff engagement surveys.

Seth Newton Patel X I concur ___ I dissent

Guillermo Santucci X I concur ___ I dissent

Article 30 – Positions / Appointments

48) Conversion of Part-Time Appointments

Current Agreement / Status Quo: The current CBA defines a career appointment as a 50% or more position that is expected to last for one year or more. The CBA contains no provision for automatic conversion of these positions to a higher appointment percentage based on hours worked.

Union’s Proposal: The Union proposes to add the following sentence: “Employees regularly scheduled above their appointment percentage shall have their appointment percentage increased to the percentage that corresponds with their regular schedule.”

Employer’s Proposal: The Employer proposes the status quo.

Panel Findings and Recommendations: The Union did not provide to the panel examples of employees who are designated at one appointment level of hours but are regularly working at a higher level of hours. Nor did the Union explain the purported advantage to the employee of being designated at a higher level. Finally, the Union did not provide examples of grievances that have been filed and rejected by the University and/or an arbitrator on the topic of employees regularly working outside their designated appointment hours.

The panel recommends the status quo on conversion of part-time career appointments.

Seth Newton Patel ___ I concur X I dissent

Guillermo Santucci X I concur ___ I dissent

49) Staffing Levels

Current Agreement / Status Quo: The current CBA includes Article 39 “Staffing Committee.” The article opens with the following:

The Union and the University hereby agree to meet every other month at each campus location to address staffing issues and to try to develop reasonable workload guidelines.

The article then details the process, including agenda item submission, appropriate topics for discussion, appropriate attendees, information-producing requirements, and meeting processes. The article includes the following:

The University retains the sole prerogative to make decisions about staffing. The union retains the right to bargain over the effects of the University’s staffing decisions.

The procedural requirements of the article are grievable. The “University’s staffing decisions” are not grievable.

Attached to the CBA is a side letter about a square footage conversion chart intended to guide custodial staffing decisions.

Union’s Proposal: The Union proposes no changes to Article 39 or the square footage appendix. Instead, the Union proposes to add a new section to Article 30 Positions / Appointments titled “Safe Staffing,” as follows:

The University shall follow the staffing levels standards, guidelines, and regulations established for Patient Care Technical titles (examples include but are not limited to: California Society of Respiratory Care’s safe staffing standards and American College of Radiation Oncology’s staffing levels). Upon request by the Union, University departments agree to meet and confer with the Union to establish safe staff-to-patient ratios, staffing levels, and standard exam times to ensure safe staffing and quality patient care.

EX unit members testified during the factfinding hearing about challenges with short-staffing and how it affects their health and safety. Introduced as evidence at the factfinding hearing were numerous “safe staffing petitions” delivered to management at UC medical centers.

Employer’s Proposal: The Employer proposes the status quo. The University states that “appropriate staffing is an important mutual goal.” UC “follows state law regarding any required staffing metrics,” it contends.

Panel Findings and Recommendations: During prior bargaining cycles, the parties apparently spent many hours hammering out language governing staffing committees at each location. On its face, Article 39 lays out a robust process to address staffing concerns. The article explicitly lays out a principle that is generally understood in public sector labor relations in California: the employer has the right to set staffing levels, and the union has the right to bargain over the effects of staffing decisions. With some notable exceptions – firefighters and registered nurses, for example – staffing levels are not set in collective bargaining agreements.

The Union proposes that the University be contractually obligated to follow guidelines established by professional associations. This stretches the concept beyond what UC’s registered nurses have in the NX unit – guidelines set by state law. The panel is not prepared to cross that bridge. In addition, the Union proposes “meet and confer” sessions that are tantamount to contract reopeners. The panel supports the concept of a zipped agreement.

Entirely missing from the Union’s presentation in this area was any account of what went wrong, from the Union’s vantage point, with the staffing committees. The panel believes firmly in the principle that existing contract provisions should be fully utilized and tested before attempting to modify the CBA. Until and unless the Union convinces the panel that the existing procedure is inadequate, the panel favors staying with the existing agreement on this issue.

The panel recommends the status quo on staffing levels.

Seth Newton Patel ___ I concur X I dissent

Guillermo Santucci X I concur ___ I dissent

50) Recruitment and Retention Incentives

Current Agreement / Status Quo: The current CBA includes no explicit provisions on recruitment and retention.

Union’s Proposal: The Union proposes the following:

The University shall achieve safe staffing levels by making positions more attractive, offering a minimum ERP \$500 cash award to all qualified bargaining unit employees, expanding outreach to underrepresented communities, renewing the Joint Labor Management Committee on Workforce Inclusion, streamlining hiring and onboarding procedures, eliminating English proficiency requirements from titles not requiring proficiency, and making every effort to fill vacancies.

The Union presented testimony that some locations had offered cash awards (ERP) for unit members who recruited people to hard-to-fill vacancies.

Employer’s Proposal: The Employer proposes the status quo. The University states that at some locations, it has offered recruitment incentives. That is a location decision.

Panel Findings and Recommendations: This Union proposal is a catch-all paragraph covering a wide variety of ideas. The panel considers this an “educational” proposal. It is best seen as a means for the Union to convey some of its concerns and ideas to the Employer. It is not suitable for a collective bargaining agreement. Its provisions are too general and, for the most part, not verifiable or measurable, even if adopted.

The most concrete of the proposals is the \$500 cash award proposal. The panel chairperson believes this is an item that could be bargained locally as part of the panel chair’s recommendation on “Equity Pool.”

The panel recommends the status quo on recruitment and retention incentives.

Seth Newton Patel ___ I concur X I dissent

Guillermo Santucci X I concur ___ I dissent

51) Multi-Location Appointments

Current Agreement / Status Quo: The current CBA includes no provisions on multi-location appointments.

Union’s Proposal: The Union proposes status quo.

Employer’s Proposal: The Employer proposes to add the following:

Multi-location appointments are appointments that are established at any percentage of time regardless of the duration of the appointment and are expected to continue for one year or longer. If the University establishes multi-campus appointments it will meet and confer with the Union.

Panel Findings and Recommendations: The Employer did not provide examples of why this proposal is necessary. The requirement to meet and confer over establishing a new type of appointment is already established by case law. This provision is unnecessary.

The panel recommends the status quo on multi-location appointments.

Seth Newton Patel X I concur ___ I dissent

Guillermo Santucci X I concur ___ I dissent

Article 38 – Sick Leave

52) Sick Leave Notification (and Other Changes Based on Interpretations of Statute)

Current Agreement / Status Quo: The current CBA reads as follows:

No sick leave pay shall be payable to an employee unless the employee's immediate supervisor or designee is notified of the illness/disability and the probable duration thereof as soon as possible, but in no event later than the beginning of the employee's work day except when the University determines that the employee's failure to notify is due to extreme circumstances beyond the control of the employee.

SB 616 modified CA Labor Code rules on sick leave for private and public employers, including the University. One section now reads: “Upon the oral or written request of an employee, an employer shall provide paid sick days for the following purposes...”

Another added section reads, in relevant part:

An employer shall not deny an employee the right to use accrued sick days, discharge, threaten to discharge, demote, suspend, or in any manner discriminate against an employee for using accrued sick days, attempting to exercise the right to use accrued sick days...

Union’s Proposal: The Union proposes to delete the previous language and substitute the following:

Accrued paid sick leave shall be provided upon the oral or written request of an employee.

Employer’s Proposal: The Employer agrees to incorporate language mirroring the state law. The Employer also proposes to add the following:

- Before using sick leave, an eligible employee may be required to:
- a. Provide reasonable advance notice if the need for sick leave is foreseeable (e.g., a planned medical treatment) or provide notice as soon as practicable if the need for sick leave is unforeseeable;
 - b. Indicate when providing notice whether the employee is designating the sick leave as protected; and
 - c. Submit documentation supporting the need for sick leave when appropriate.

Panel Findings and Recommendations: This is a complex area where CBA provisions have been impacted by new state laws. The parties clearly have diverging views of what is permissible and what is mandated under the new law.

It is apparent from the overlapping proposals in this area that the parties spent too little time during bargaining sessions focusing on this multi-faceted topic.

The panel suggests two possible ways to address the statutory changes. One is to convene a working subgroup of attorneys and compensation experts from both sides in a post-ratification process. The purpose would be to jointly examine the impact of the changes in the law and recommend to the bargaining teams a mutually satisfactory solution.

A second is to leave the language at status quo, and add the following to the sick leave article:

This article is to be read and interpreted as being in conformance with the statutory changes mandated by California Senate Bill 616.

By doing so, the parties would allow the Union to allege a violation of the state statute as part of a grievance. It would allow the parties, and ultimately an arbitrator if the grievance goes to the final step, to evaluate the facts of a sick leave grievance considering state law and the CBA.

The panel chairperson recommends the status quo with an acknowledgement that SB 616 will be followed. Neither party panel member supports this recommendation, so the panel is deadlocked.

Seth Newton Patel ___ I concur **X** I dissent

Guillermo Santucci ___ I concur **X** I dissent

53) Expansion of Bereavement Leave

Current Agreement / Status Quo: The current CBA allows for five days of sick leave to be used for bereavement leave after the death of a designated list of close relatives. For someone who the unit member “has a personal obligation for a person other than someone in [the designated list]” the unit member may also use sick leave as bereavement leave.

Union’s Proposal: The Union proposes that a separate bank of bereavement leave (five days per occurrence) be used for all the designated relatives and the “personal obligation” individuals.

Employer’s Proposal: The Employer proposes that employees be allowed to use sick leave, comp time, or unpaid leave for bereavement-related absences. Sick leave only could continue to be used for the “personal obligation” individuals.

Panel Findings and Recommendations: Bereavement leave is a typical benefit provided in California public sector CBAs. The EX agreement requirement to use sick leave for this purpose is not the norm in the comparator employers. The Union’s proposal is more in line with typical public sector contracts. The Union has expanded the definition too far to include the “personal obligation” individuals in the bereavement leave benefit.

The panel chairperson recommends the Union’s proposal for five days of bereavement leave for a single occurrence for a designated list of relatives and the Employer’s proposal for the use of sick leave, unpaid leave, or comp time for “personal obligation” individuals. Neither party panel member supports this recommendation, so the panel is deadlocked.

Seth Newton Patel ___ I concur X I dissent

Guillermo Santucci ___ I concur X I dissent

Article 40 – Transfer / Promotion/ Reclassification

54) Seniority Factor in Promotions

Current Agreement / Status Quo: The current CBA reads as follows:

A vacant bargaining unit career position shall be filled in the following order:

- 3) by any other qualified internal applicant, provided s/he is substantially equally qualified with all applicants, including external applicants, receiving final consideration. This includes consideration of licensure, certifications, experience, seniority, skills and abilities, performance evaluations, job references, and disciplinary issues within the last two years, if any.
- d) Among equally qualified non-probationary career applicants for promotion or transfer, seniority will be considered as a tie-breaker.

Union’s Proposal: The Union proposes that vacant bargaining unit career positions be filled “in seniority order.”

Employer’s Proposal: The Employer proposes the status quo.

Panel Findings and Recommendations: The Union has not brought forward to the factfinding panel any instances where more senior employees were passed over for promotion. Nor has the Union supplied any other UC contracts or comparator agreements that include its desired provision.

The panel recommends the Employer’s proposal of status quo on seniority factor in promotion.

Seth Newton Patel ___ I concur X I dissent

Guillermo Santucci X I concur ___ I dissent

Article 43 – Vacation Leave

55) Vacation Accrual Rates

Current Agreement / Status Quo: The current CBA includes a chart that designates vacation accrual by years of service, as follows:

- Less than 10 years – 15 days a year – Maximum Balance 240 hours
- Less than 15 years – 18 days a year - Maximum Balance 288 hours
- Less than 20 years - 21 days a year - Maximum Balance 336 hours
- 20 years or more - 24 days a year - Maximum Balance 384 hours

Union’s Proposal: The Union proposes to eliminate the first tier, and assign the following rates:

- Less than 5 years – 18 days a year - Maximum Balance 288 hours
- Less than 10 years - 21 days a year - Maximum Balance 336 hours
- 10 years or more - 24 days a year - Maximum Balance 384 hours

The Union argues that University executives accrue vacation at the rate proposed by the Union.

Employer’s Proposal: The Employer proposes the status quo.

Panel Findings and Recommendations: The factfinding panel chairperson does not consider unrepresented employees, no matter where they are situated in the hierarchy of University positions, a valid comparable. Unrepresented employees are just that – unrepresented and at will. They do not have the just cause protections of represented employees covered by a CBA. Other aspects of their terms of employment also vary from those in a CBA. It is not an apt comparison.

Had the employer been making an argument that it could not afford the Union’s proposals, the panel might have been compelled to take a closer look at executive compensation. That is not the University’s argument in this case. A quick look at two comparable UC contracts – CX and NX – show that the SX unit enjoys the same vacation benefits as employees covered by those agreements.

The panel recommends the Employer’s proposal of status quo on vacation accrual.

Seth Newton Patel ___ I concur X I dissent

Guillermo Santucci X I concur ___ I dissent

56) Vacation Maximums

Current Agreement / Status Quo: The current CBA includes the following under “Vacation maximums”:

A full-time employee may earn vacation credit to a maximum of two times the employee’s annual accumulation rate. A part-time employee may earn vacation credit to the same maximum number of hours as a full-time employee with comparable years of service. Sixty days prior to an employee accruing the maximum amount of vacation, the employee shall be given notice that the maximum accrual will be reached. The employee then shall request vacation to bring his/her accrual below the maximum. If an employee cannot schedule vacation due to operational considerations, that employee shall have an additional four months within which to take vacation to bring his/her accruals below the maximum.

Union’s Proposal: The Union proposes to delete “operational considerations” and substitute “compelling operational needs.” The Union also proposes to add the following sentence:

An employee may elect to cash out vacation accrued above the maximum or may elect to convert accrued vacation above the maximum to comp time.

Finally, the Union proposes to delete the current language “Vacation leave is scheduled at the convenience of the University” and add the following:

The University shall make every effort to approve vacation leave requests, and shall respond to vacation requests as soon as possible.

Employer’s Proposal: The Employer proposes the status quo.

Panel Findings and Recommendations: The factfinding panel believes that the current language can, on its face, lead to draconian results. An employee who has made repeated requests to use vacation leave and been repeatedly denied can suffer a loss of accrued vacation leave. Through no fault of their own, they can lose a portion of this hard-earned benefit. A mechanism must exist within the CBA to compensate employees if supervisors cannot or do not grant vacation requests.

The Union’s proposal is basically sound but veers off course with the introduction of “comp time” into the article. Comp time is not an option in all departments, nor is it accrued in lieu of vacation time. The panel recommends the following compromise language:

When the University cannot grant timely vacation requests due to compelling operational needs, an employee may elect to cash out vacation accrued above the maximum.

The other proposed addition sought by the Union, concerning the employer making “every effort” to approve vacation leave requests, is common sense. Vacation is also at the convenience of the unit member, not solely at the convenience of the University.

The panel recommends allowing employees to cash out vacation under specified circumstances, as outlined above. The panel also recommends adding the clarification that the employer will make every effort to grant vacation requests.

Seth Newton Patel X I concur ___ I dissent

Guillermo Santucci ___ I concur X I dissent

57) Vacation Rotation

Current Agreement / Status Quo: The current CBA includes the following:

When during the review of simultaneous requests for vacation submitted by more than one employee, operational needs do not permit the granting of requests for vacation at the same time for the employees who have requested that specific time period, preference in granting the request shall be based on the respective seniority of the employees. Where a practice of rotation of vacation periods exists, such practices shall continue.

Union’s Proposal: The Union proposes status quo.

Employer’s Proposal: The Employer proposes to add the following sentence:

Where no such rotational practice currently exists, the University may establish a practice within 120 days of the ratification of this agreement.

Panel Findings and Recommendations: Seniority-based vacation preference is generally considered a prerogative of the Union. If the union wants seniority to be the decisive factor in who receives preference when employees seek the same vacation period, then CBAs require that. The Employer, in this instance, has not demonstrated to the panel that it should be otherwise in the EX contract.

Even without the Employer’s proposed language, nothing prevents department management from approaching the local union representatives and proposing a rotation. In that respect, the proposed change is unnecessary.

The panel recommends the Union’s proposal of status quo on vacation rotation.

Seth Newton Patel X I concur ___ I dissent

Guillermo Santucci X I concur ___ I dissent

Article 44 – Wages

58) Minimum Wage

Current Agreement / Status Quo: The current CBA includes no minimum wage provision. California Senate Bill 525 put in place minimum pay for healthcare workers. By October 2024, the minimum pay rate is \$23 / hour. By October 2025, the minimum is \$24 / hour. And by October 2026, the minimum adjusts to \$25 / hour.

In June 2024, the University increased the minimum wage for all its healthcare workers, including those in the EX unit, to \$23 / hour.

Union’s Proposal: The Union proposes that, retroactive to March 15, 2023, all pay rates shall be adjusted to a minimum of \$25 / hour. The Union argues that this retroactive increase is necessary as a “catch up” for wages that fell behind the rate of inflation under the last CBA.

Employer’s Proposal: The Employer proposes to increase all unit members to a minimum of \$25 / hour in July, 2025.

The University asserts that its proposal exceeds the minimum required under SB 525 by implementing the minimum pay levels early.

Panel Findings and Recommendations: The Union’s proposal for a pay increase retroactive to a date prior to the expiration of the previous CBA is unprecedented. The parties rely on bilateral good faith to uphold the negotiated bargain. Once the contract is ratified and adopted, it is “zipped.”

The Employer is making a solid effort to comply with the state law, even implementing its provisions on an accelerated timetable. The panel favors the University’s proposal.

The panel recommends the University’s proposal of a minimum wage of \$25 per hour in July 2025.

Seth Newton Patel ___ I concur X I dissent

Guillermo Santucci X I concur ___ I dissent

59) Across-the-Board Pay Increases

Current Agreement / Status Quo: The current CBA includes the following pay increases:

- Upon ratification (4/20), 6%
- 4/21 – 3%
- 4/22 – 3%
- 4/23 – 3%
- 4/24 – 3%

In addition, unit members received lump sum bonuses of \$3000 on ratification and \$1000 one year after ratification.

Kaiser Permanente operates clinics and hospitals in all the geographical areas where UC has medical centers. Kaiser’s classifications comparable to those in the EX unit are highly unionized, primarily by SEIU- UHW United Healthcare Workers West. Kaiser has northern California and Southern California wage rates.

The Union surveyed select classifications at Kaiser, comparing wages with UC wages for comparable classes. The Union found that UC wages lagged the Kaiser wages by the following percentages:

- UC Davis – 22%
- UC San Francisco – 9%
- UC Los Angeles – 8%
- UC Irvine – 14%
- UC San Diego – 12%

The University has retained six private companies to conduct market surveys for relevant EX positions. Each of these companies uses a similar methodology – they contact those they deem similar employers and ask for compensation data on a confidential basis. All underlying data is proprietary, and therefore not shared with the Union. The University states that 8% of EX unit members were matched to surveyed benchmarked positions. The Employer found that, based on these surveys, EX positions on average are ahead of market rates by 7.0%.

Union’s Proposal: The Union proposes the following across-the-board [ATB] increases, in the context of an agreement that expires in October 2027:

- 3/23 – 5%
- 4/25 – 9%
- 4/26 – 8%
- 4/27 – 8%

The Union contends that inflation has eroded SX members’ buying power over the term of the last agreement. While CPI has gone up over 30%, wages have only risen 22%. The Union cites a 9% CPI hike in 2021, four percent in 2022, and an additional 3% in 2023.

Employer’s Proposal: The Employer proposes the following ATB increases, in the context of an agreement that expires in October 2029:

- 7/25 – 5%
- 4/26 – 4%
- 4/27 – 2% or 3%, depending on the state budget
- 4/28 – 2%
- 4/29 – 2%

The University “agrees that the additional years of the contract (after 2026) should incorporate ATB increases to account for market pressures and inflation.”

Panel Findings and Recommendations: The Union’s proposal for a pay increase retroactive to a date prior to the expiration of the previous CBA is unprecedented. The parties rely on bilateral good faith to uphold the negotiated bargain. Once the contract is ratified and adopted, it is “zipped.”

Even setting aside the retroactive portion of the Union’s proposal, it still exceeds what is required to keep pace with the market and the cost of living. Across-the-board increases apply to all unit members, at all locations. They are too blunt a tool to address internal and external inequities that arise frequently in the UC system.

The panel finds that the Employer’s market survey is not useful data in the context of collective bargaining. The undersigned panel chairperson wrote in a 2013 SX factfinding report for these two parties the following:

Reliance on a blind, non-disclosable wage survey is highly unusual, if not unheard of, in public sector bargaining. Analysis of comparison wages is difficult enough in a multi-classification bargaining unit with varying pay scales by location. Depriving the Union’s representatives, let alone the Employer’s bargaining team, of the opportunity to review underlying survey data is incompatible with positive labor relations.

This holds true, even more so, in the context of the highly contentious current negotiations. Compounding the problem of confidentiality is the apparent inclusion of nonunion employers in the survey. Measuring the EX agreement negotiated between the University and the Union with compensation unilaterally imposed by nonunion employers is a classic apples-to-oranges comparison.

The Employer would be wise to abandon the use of private survey companies to support its bargaining positions. With all the available talent at location-level human resources departments, the Employer could do its own survey of unionized, verifiable, transparent employers in each relevant geographical market. It would not be difficult to find appropriate comparisons. Better yet, the chairperson suggests that the parties at each location meet before the next round of bargaining to attempt to reach agreement on an appropriate market survey.

The Union’s use of Kaiser as a comparator is a good starting point. It is not the end of the story, however. Other healthcare employers, many also unionized, also make up the marketplace within which UC competes. These employers vary from location to location throughout the state. Another shortcoming of the Union’s survey is that it measures wages only. A well-rounded comparison will also examine nonwage compensation components, including health and retirement benefits.

The Employer’s wage increase proposal is not adequate to address market lags and the expectation of ongoing inflation. It starts well, with 5% and 4% increases, but lags significantly in the later years of the contract. The Union’s proposal likely overestimates the market gap between UC Medical Centers and its competition.

The Employer also argues that the annual step increase should be considered an additional form of regular compensation increases. The panel does not view it that way. Not all employees (perhaps as few as 50%) are slated to receive step increases. And the Employer’s payroll costs are mitigated by turnover, through retirement or other departure of more senior employees being paid at higher steps.

Based on the cost-of-living and comparison to similar agreements, the panel recommends a 5% ATB in the first year, followed by 4% increases in the subsequent years of the CBA. The Union’s concern about minimum wage unit members not receiving ATB increases can be dealt with through the local negotiations over the allocation of the equity pool.

The panel chairperson recommends the following across-the-board increases:

- 4/25 - 5%
- 4/26 – 4%
- 4/27 – 4%
- 4/28 – 4%
- 4/29 – 4%

Neither party panel member supports this recommendation, so the panel is deadlocked.

Seth Newton Patel ___ I concur X I dissent

Guillermo Santucci ___ I concur X I dissent

60) Step Increases

Current Agreement / Status Quo: The current CBA includes a step increase for those eligible upon ratification of the agreement and each July thereafter. Those who have reached the top of the step schedule, and have at least twenty years of service, received a one-time lump sum of \$1,000.

The number of steps in the schedule varies from location to location and classification to classification. The Union brought forward several examples of the Employer adding steps to the top of the schedule to address retention of employees. Step increases are approximately 2%.

Union’s Proposal: The Union proposes an extensive reworking of the current CBA. It includes an automatic adjustment of step schedules for schedules with a step one lower than \$25. The Union also proposes that all step schedules be “staggered upwards” by a minimum of 4 steps each. The “hiring / beginning step” shall be the new step one. Effective July 2026 and July 2027, one additional step will be added to all step schedules. The Union proposes a minimum of eight steps for each title.

The Union identified many examples of the Employer adding to the number of steps in individual classifications at individual locations. The Union also provided many examples of the University hiring new employees at steps above the first step.

Employer’s Proposal: The Employer proposes to pay a step increase in July 2026, 2027 and 2028. It also proposes to continue the payment of a \$1,000 lump sum to those who have reached the top of the schedule and have twenty years’ service.

Panel Findings and Recommendations: The step system, like many aspects of compensation at UC, is highly location and classification specific. What applies well in one situation is not nearly adequate in another. For better or for worse, UC and its union have negotiated a location-centric pay system.

Accordingly, the panel does not favor major adjustments to the step structure on a systemwide basis. Instead, the panel recommends including the details of the step structure in location compensation negotiations. Topics such as deleting lower steps, adding higher steps, and providing step increases to employees impacted by the initial minimum wage increases can and should be negotiated locally.

The panel chairperson recommends step increases be paid each year of the agreement. The panel also recommends adding step structure to the list of items that can be negotiated locally under the expanded equity pool concept, below. Neither party panel member supports this recommendation, so the panel is deadlocked.

Seth Newton Patel ___ I concur X I dissent

Guillermo Santucci ___ I concur X I dissent

61) Shift Differentials

Current Agreement / Status Quo: The current CBA includes a section on shift differential rate changes. All shift (evening and night) differentials and weekend work differentials are established by location and by classification.

Union’s Proposal: The Union proposes minimum evening / swing differentials of 10%, night differentials of 15% and weekend differentials of 15%. The Union cites higher differentials paid in UC’s contract with the CNA in the NX unit.

Employer’s Proposal: The Employer proposes the status quo.

Panel Findings and Recommendations: The Union provided witness testimony of inadequate shift and weekend differentials at locations. This is a topic that is highly location and classification specific. It can be incorporated into local negotiations.

The panel chairperson recommends the University’s proposal on shift and weekend differentials. The panel also recommends adding shift and weekend differentials to the list of items that can be negotiated locally under the expanded equity pool concept, below. Neither party panel member supports this recommendation, so the panel is deadlocked.

Seth Newton Patel ___ I concur **X** I dissent

Guillermo Santucci ___ I concur **X** I dissent

62) Market Equity Pool

Current Agreement / Status Quo: The current CBA includes no provisions for a market equity pool. The CBA specifies that UC may increase “individual wage rates, or ranges for selected classes at selected locations.” The University may also increase “for selected classes at selected locations, during the term of the agreement, shift differentials, on-call rates and/or extend the coverage of such rates.”

The University may also provide “equity adjustments” to classes at selected locations.

Union’s Proposal: The Union proposes a 2% market equity pool. The Union cites the common practice of UC to institute market-based equity adjustments when requested by locations. These are not negotiated with the Union.

Employer’s Proposal: The Employer proposes the status quo.

Panel Findings and Recommendations: The Union’s proposal is a sound one, potentially forming a foundation for a strong collaborative relationship between labor and management. The University’s practice of utilizing scarce compensation resources to unilaterally raise pay without negotiation undermines the basic bargaining equilibrium.

The Union identified many areas where adjustments are needed. Generally, these adjustments are not across the board, but location and classification specific. Funds need to be dedicated to this, signed off on and approved by the highest echelons of both organizations but implemented at the location level. This type of bargaining compact would reflect the complex governance structure of UC and its parallel-structured union.

A potential problem with designating a funded amount for local negotiations is that the parties at one or more locations could fail to reach agreement. Inevitably, management and union’s priorities will differ. It would be disruptive to embed a process into the CBA that could eventually result in more conflict, impasse, and potentially strikes.

For that reason, the panel chairperson proposes a backstop. If the parties fail to reach agreement on how to allocate the equity pool, the default would be to apply the 2% pool amount as a general “market equity” wage increase for the entire location.

The following is the recommendation of the panel chairperson on this issue:

- Create a funding pool equivalent to a 2% ATB at each location for each year of the agreement.
- The local parties are to meet beginning on January 1 of each year, beginning in 2026.
- The local parties are to bargain over application of the 2% to address such issues as market equity, adding and deleting steps, increasing differentials, extra shift bonuses, and recruitment cash awards.
- Local bargaining to conclude by March 31 of each year (2026, 2027, 2028, and 2029).
- If the parties fail to reach agreement, the 2% will be applied across the board for the entire EX unit at that location as a general “market equity adjustment.”
- The parties may mutually decide to apply some of the fund for classification specific adjustments and the remainder across the board.
- All changes agreed to and/or additional ATB increases are to be effective on July 1 of that year.

The panel chairperson recommends the Union’s proposal on market equity pool, modified to include any step structure modifications, market equity adjustments by classification, recruitment and retention incentives, and differential improvements. The Union would withdraw all systemwide proposals on these topics. Local negotiations to take place under the rules and deadlines established above. Failure to agree on classification-specific adjustments would result in the fund being applied across the board. Neither party panel member supports this recommendation, so the panel is deadlocked.

Seth Newton Patel ___ I concur X I dissent

Guillermo Santucci ___ I concur X I dissent



Paul D. Roose, Neutral Chairperson

Date: January 27, 2025