

IN FACT FINDING PROCEEDINGS PURSUANT TO CALIFORNIA  
GOVERNMENT CODE SECTION 3592

STATE EMPLOYEES' TRADES COUNCIL, UNITED,	]	RECOMMENDATIONS
	]	
Union,	]	of
and	]	
	]	FACT FINDING PANEL
	]	
CALIFORNIA STATE UNIVERSITY,	]	John Kagel, Neutral Chair
	]	Patrick Hallahan, Union
	]	Bill Candella, Employer
Employer.	]	
	]	August 11, 2009
Re: 2008 negotiations	]	
PERB Case No. LA-HIM-3494-H	]	

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APPEARANCES:

For the Union: Matthew D. Ross, Esq., Leonard Carder, Oakland, CA

For the Employer: Sharyn Abernatha, Senior Manager, Collective Bargaining,  
Office of the Chancellor, Long Beach, CA

INTRODUCTION:

The Panel deliberated for a full day after five days of testimony which included the introduction of many documents. What follows are the recommendations of the Panel with respect to the issues in contention before it.

INDUSTRIAL DISABILITY LEAVE:

After careful consideration of the Union's proposal with respect to Article 29 no

modification of that provision is warranted at this time. It is noted, however, to the extent that the Union seeks to arbitrate disputes over the job duties of employees released from medical leave, such claims are already grievable and arbitrable pursuant to Article 15, Sections 15.1 and 15.2.

#### CONTRACTING OUT:

Article 4 shall read as follows:

4.1: Normal bargaining unit work may include the maintenance, repair, remodel, minor renovations and minor construction of University facilities, where the Union represents employees who do the work, and does not include Major Capital Outlay Projects or work performed by or for separate, independent corporations or auxiliaries.

It is mutually agreed that the following types of work may be designated as normal bargaining unit work for the purposes of this article, including but not limited, to:

Charge-back work;

Minor capital projects;

Minor capital—deferred maintenance projects;

Minor capital—renewal projects

Minor capital—energy savings projects

Any other projects approved by campus facilities manager

4.2 The University shall make every reasonable effort to perform normal Bargaining Unit work in-house, within the limitations and requirement imposed by law.

4.2.1 When making any decision to contract out normal Bargaining Unit work, in making its reasonable efforts to determine whether to perform the work in-house, the Campus or Chancellor's Office shall consider the following factors before contracting out the work:

a. The availability for Bargaining Unit employees to perform the work to be contracted out;

b. Whether the available Bargaining Unit employees have the special skills and licensures to perform the project;

c. Whether or not the work could be completed within time constraints applicable to the project;

d. The availability of required materials and/or equipment necessary to complete the project; and/or

e. The cost involved in performing the work in-house versus contracting out that work.

4.2.2 The Chief Campus Steward on each Campus may attend the weekly, bi-weekly or monthly meetings of the Shop Supervisors and CPD to review all projects pending on each Campus.

4.2.3 The Parties acknowledge that the "Guidelines for Performing a 'Reasonable Efforts' to Perform Normal Bargaining Unit Work In-house, per Article 4" (Appendix D to this Agreement) are an acceptable way to achieve reasonable efforts to perform normal Bargaining Unit work in-house, but are not required to be used to apply the provisions of this Article.

4.3 The Union shall be notified of contracts pertaining to normal Bargaining Unit 6 work. Circumstances permitting, such notifications shall be prior to the start of such contracted work.

4.4 The University shall have the prerogative to contract out work. The University shall follow the procedures set forth in Sections 4.1, 4.2, and 4.3 hereof.

4.5 When (an) employee(s) is scheduled for layoff as provided in Article 30, then the Supplemental Agreement (Appendix D-3) applies.

The document referred to in Section 4.2.3 above is attached and incorporated herein and is to be an appendix to the Agreement.

#### SALARY:

The University agrees to continue providing in-range progressions, as provided for in Article 24.7. The University shall make a good-faith effort to provide these at a level consistent with the average over the prior three (3) year agreement annually. Factors to be considered for granting such progressions include but not be limited to 1/ long term service; 2/ retention; 3/ equity; 4/ other salary related criteria.

#### DURATION:

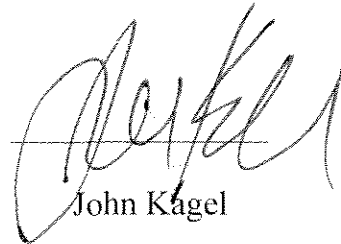
A salary reopener for 2010-2011 shall have as a goal of reaching agreement to achieve market equity on an across-the-board basis as per Mercer Study methodology, if the State Budget provides for compensation increases.

FURLOUGH/LAYOFF:

The Bargaining Unit can select either to agree to furlough (per CSU template geared for Unit 6), or to layoffs per Agreement language, to equal funding savings that furloughs would otherwise achieve. Selection of either alternative does not limit layoffs per the Agreement thereafter. That selection shall be in 14 days from the date of this report.

Article 4 shall cover contracting out notwithstanding furloughs.

For the Panel.



John Kagel