

Bargaining Unit Council (BUC) 9

November 15, 2014

The BUC 9 council met Saturday, November 15, 2014, in Redondo Beach during the CSUEU Board of Directors meeting. The full BUC 9 council and approximately 21 guests were in attendance.

BUC 9 members:

Rich McGee – Chair, BUC 9 (San Bernardino)
Susan Smith – Vice Chair, BUC 9 (Fullerton)
Ken Jones – BUC 9 at-large (Fresno)
Matthew Kay – BUC 9 at-large (Sacramento)
Gus Leonard – BUC 9 at-large (Monterey Bay)
Ricardo Uc – BUC 9 at-large (San Luis Obispo)
Christina Valero – BUC 9 at-large (San Francisco)
Rocky Waters – BUC 9 at-large (Humboldt)

Agenda Items were:

1. **CENIC and Infrastructure as a Service**

All CSU campuses are connected to the Internet over a CalRen (California Research and Education Network) connection managed by CENIC (Corporation for Education Network Initiatives in California, www.cenic.org). CENIC now offers cloud-based data services called Infrastructure-as-a-Service (IaaS) cloud services. No bid is necessary to use these services – campuses can order what they want. (Press release at: <http://www.cenic.org/p=2020/>)

2. **Video Surveillance**

Video surveillance is subject to the Meet and Confer process (see item 3 for Meet and Confer updates.) A warning about “rogue” cameras: staff are not allowed to video their own work areas without permission.

3. **Meet and Confer Update**

Video Surveillance is a hot topic button for meet/confers.

- * Video should not be a time clock, or used to discipline employees.
- * We are using the Northridge agreement as a model of a good approach: no discipline, only monitoring for evidence of criminal activity.
- * At Northridge, only the Chief of Police can view camera video, and no private office cameras are permitted.
- * No audio recording of conversations is allowed without clear notice posted. Notice is not required for video cameras.

An information request should include:

- * All campus video cameras and their locations
- * Screenshots showing the view of each camera
- * The capabilities of that camera (i.e. fixed mount, or pan/tilt/zoom)
- * Where the head end (feed point to control/view the video) is located
- * Who has the rights to view live or recorded video,
- * How a manager requests permission to review video searching for a particular event

4. **Outsourcing – Has CSUEU Been Notified?**

Contracts for outsourcing of more than 180 days duration require notice to CSUEU headquarters (*not* individual chapters).

Campuses frequently have no idea what bargaining unit employees are capable of – they haven't tracked or updated our skills and/or training files, employee position descriptions are out of date, etc. Campuses then claim no one at the campuses can do that work and contract out work unnecessarily at excessive cost. Example: Quarter to semester conversions costs are at least \$2 million per campus, as current staff “is not qualified”, even though we've been doing this work since 1996.

If you get wind of bargaining unit work being outsourced, let the Unit 9 Chair know so we can check on it.

5. **Important Changes in the New Contract**

- * 3% pay increase, retroactive to July 1, 2014
- * Benefits aren't being touched.
- * CSUEU does not negotiate our health care plans . Many people do not know this, and therefore blame us, believing we have somehow increased their health care costs.
- * Parking fees can increase no more than \$1 per month, each year.
- * Aunt and uncle are now included for sick and bereavement leave (5 days), and there is no requirement in contract to ask for a death certificate.
- * A “me too” clause has been included for the very first time. So if, hypothetically, the faculty were to negotiate a 5% pay increase in their contract for next year, we would automatically receive the same increase.
- * No reopeners for the next 3 years, from either side.
- * Intermittent workers are now limited to 1000 hours per year. After that, they must be terminated, or moved to a time base.
 - * 1000 hours = a half time position for PERS calculations.
 - * 130 hours per month over the past 12 months = ACA (Affordable Care Act, a.k.a. “Obamacare”) eligible. This applies to all employees, including student assistants.
 - * ACA coverage will also extend to employees and their family members.

6. **Unit 9 Classification Update**

CSU's head of Classification and Compensation resigned, so the update of classification language is in limbo. We will work with Rose and the Classification Committee to restart and revamp outdated Unit 9 classifications.

An example of classification abuse from ZZYZX:

ZZYZX is a study center in the Mojave desert operated cooperatively by several campuses. Our involvement started with a request to contract out custodial work, where it turned out that the cost for the contract exceeded the cost of a custodian. While checking out conditions at ZZYZX, we found other issues.

We were told that all employees on site were exempt. One was an exempt ITC (Information Technology Consultant) II from Fullerton, one was a trades person (Unit 6), and one was an ISA (Instructional Support Assistant) III. The scope of all their duties is far beyond their CQS, but one case was particularly egregious.

ISA III is a non-exempt classification. This ISA's job description stated he must be available 24 hours a day. He had been there 7 ½ years, working an average of 30 hours a week unpaid overtime during that time. The unpaid wages represent about a half million dollars in back pay owed to this individual. This grievance is proceeding.

7. Remote Campuses and Learning Centers

Remote campuses are treated the same as the primary campus. ISA's and techs are frequently abused at these locations, but, with 21 days, the campus can reassign any employee to work at either the primary or satellite campus. The contract allows this, but a humanitarian appeal to your campus president will often correct this.

8. Performing Arts Technicians and Excessive Work Hours

Performing Arts Technicians often work 18 to 20 hours per day, for several days before a show or event. Please make sure they understand overtime and CTO (Compensatory Time Off) rules, as well as claiming their meal allowance if they work 10 or more hours per day.

9. Campus Closures and the Law

- * In general, a campus cannot forbid you from coming in to work if the campus closes.
- * Your campus must offer you CTO to cover the work in advance, or allow you to work that day if you wish.
- * Forcing you to use vacation time is a lockout.
- * You can request a voluntary dock.
- * They can ask you to use your CTO time.
- * If you report to work, they can assign you to a manager in a different department, but you should still be performing skills and duties relevant to your classification.

10. New Mandatory On-Line Training Requirements

Title IX, "Yes means Yes" and IT Security are all being rolled out as two hour mandatory on-line training courses. Staff must complete them when directed to do so.

11. Upcoming Chapter Elections

If you are a Bargaining Unit Council at-large member, and you are not re-elected as chapter BUR (Bargaining Unit Representative), or if you do not run for office in your upcoming chapter election, you lose your seat on the statewide Bargaining Unit Council at the conclusion of your chapter elections. Chairs and Vice Chairs will continue on the BUC until the state-wide elections next year.

Additional Topic: We had a short discussion about 6 hour meeting vs. 2 hour meetings for the BUC. Chapters can fund attendees for either type meetings, and we encourage them to do so.

Meeting adjourned at 8 pm.

Respectfully submitted,
Rich McGee
Chair, Bargaining Unit Council 9

