

FINDINGS AND RECOMMENDATIONS PURSUANT TO CALIFORNIA
GOVERNMENT CODE CHAPTER 12 – HIGHER EDUCATION EMPLOYER-
EMPLOYEE RELATIONS ACT IMPASSE PROCEDURE SECTIONS 3590 – 3594

ADVISORY RECOMMENDATION

REGENTS OF THE UNIVERSITY OF
CALIFORNIA,

Employer,

And

UNIVERSITY PROFESSIONAL AND
TECHNICAL EMPLOYEES -
COMMUNICATIONS WORKERS OF
AMERICA UNION LOCAL 9119,

Union.

**FINDINGS REPORT
and
ADVISORY
RECOMMENDATIONS**

Date: July 6, 2025

PERB Case Number: SF-IM-3447-H filed 12/16/2024

Fact Finding Panel:

Neutral Chairperson:

Appointed by the University:

Appointed by UPTE:

JC Gonzalez, Esq., Arbitrator

E. Kevin Young, Esq., UCOP Assistant Director

Andrew Kahn, Esq., UPTE General Counsel

Presenters:

Employer:

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Union:

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INTRODUCTION

In 1960, the California legislature enacted the Donahoe Higher Education Act, which laid the foundation for the California Master Plan for Higher Education¹. The Master Plan established the role of the University of California (UC) system, the California State University (CSU) system, and the California Community College system.

The University of California system was designated as the state's primary academic research institution incorporating academic medical centers to serve as both clinical training sites for students and to provide affordable medical access to California's growing population. The UC system, therefore, is a public – not for profit entity, that has the primary obligation to serve the public interest in higher education, research, and public health.

The Higher Education Employer-Employee Relations Act states, “the people of the State of California have established a system of higher education” governed by the Regents of the University of California.² Further, that it is a fundamental interest of the people of the State of California to have harmonious labor relations in which all employees are assured access to collective bargaining.”³

BACKGROUND

On June 11, 2024, Regents of the University of California (“UC” or “University”) and the **University Professional and Technical Employees - Communications Workers of America Union Local 9119** (“UPTE” or “Union”) met to begin bargaining on successor collective bargaining agreements (“CBA”) for three (3) separate contracts. The three CBAs

¹ See on the UCOP website: A Master Plan for Higher Education in California 1960-1975. Link: www.ucop.edu/acadinit/mastplan/MasterPlan1960.pdf

² See HEERA Section 3560(c).

³ See HEERA Section 3560(d).

were for the following units: the Health Care Professionals (HX – expiring September 30, 2024), Research Support Professionals (RX - expiring October 31, 2024), and the Technical Professionals (TX - expiring October 31, 2024). After approximately 24 negotiations sessions and 192 hours spent in negotiations, the Parties had 50 unresolved issues in dispute.

On December 11, 2024, UPTE declared impasse. On December 16, 2024, UPTE filed a *Request for Impasse Determination Appointment of Mediator* with the Public Employee Relations Board (“PERB”).

In 1979, The Higher Education Employer-Employee Relations Act (HEERA) was enacted by the California legislature to govern labor relations in California’s higher education system. The act draws from existing labor relations statutes, aligning its provisions with those found in other public employment legislation such as the Educational Employment Relations Act (EERA) and the Meyers-Milias-Brown Act. The statutory authority for HEERA is found in the California Government Code Sections 3560-3599. These sections detail the rights and responsibilities of employees, the procedures for collective bargaining, and the mechanisms for dispute resolution. Specifically, the act empowers the Public Employment Relations Board (PERB) to oversee the implementation and enforcement of labor relations within higher education institutions.

California Government Code Section 3592 provides, “If the mediator is unable to effect settlement of the controversy within 15 days after his or her appointment and the mediator declares that factfinding is appropriate to the resolution of the impasse, either party may, by written notification to the other, request that their differences be submitted to a Factfinding Panel.”

Here, the Parties participated in mediation for three days without success. As a result,

the Parties escalated to the next step of impasse factfinding. The undersigned neutral was selected to Chair the Factfinding Panel. Hearings were held on March 24, 25, 26 and April 4, 2025. The hearings produced evidence submitted by both parties, including exhibits, witness statements, and live presentations. As a result of the hearings, a “UPTE-UC Joint Statement” of thirty-seven (37) open issues was jointly produced, as well as a transcript of the proceedings. As dictated by Section 3592, “The panel shall make its findings and recommendations upon the issues in dispute and transmit them to the Parties and board...”. Further, the findings and recommendations of the Factfinding Panel shall be **advisory only**.” In other words, the Factfinder Panel is charged with issuing a **non-binding recommendation** to assist the parties in reaching a final resolution.

STATEMENT OF THE ISSUES

At the time of the factfinding on March 24, 25 and 26, 2025, the Statement of the Issues presented for impasse were a total of thirty-seven (37) issues and are listed as follows by Issue # and Title:

- | | |
|---|---|
| 1. Wages: ATBs, Retro, & Duration | 21. Voluntary Reduction in Time (VRT) |
| 2. Wages: Step Structure and Step Increases | 22. Vacation Accrual |
| 3. Wages: LBNL Employees | 23. Holidays |
| 4. Wages: Experience-Based Step Placement | 24. Holidays: Guarantee |
| 5. Wages: Individual Title Adjustments (Market Equity) | 25. Remote Work |
| 6. Wages: \$25/hour Minimum and Scale Shifts | 26. Professional Development Leave |
| 7. Shift Premiums | 27. Union Business Leave |
| 8. Multilingual Pay | 28. Unpaid Parental Leave |
| 9. Home Loan Assistance | 29. Access Rights |
| 10. Healthcare | 30. UC Proposal: Hours of Work |
| 11. Layoffs Alternatives | 31. UC Proposal: Leaves of Absence |
| 12. Layoffs: Define Layoff Units | 32. UC Proposal: Out-of-Class Pay |
| 13. Layoffs: Severance + Recall Rights | 33. UC Proposal: Parking Rates and Transit Alternatives |
| 14. Classifications | 34. UC Proposal: Payroll Deduction |
| 15. Health & Safety: Safety Shoes and Budget Clause Removal | 35. UC Proposal: Personnel Files |
| 16. Accretion of Titles Doing Unit Work | 36. UC Proposal: Appointments |
| 17. Per Diem Conversion Rights | 37. UC Proposal: Sick Leave |
| 18. Reclassification Criteria and Process | |
| 19. Meal Periods: SB 1334 Compliance | |
| 20. Alternative to Normal Work Schedules | |

APPLICABLE CRITERIA

The Higher Education Employer-Employee Relations Act (HEERA) does not set forth specific statutory criteria for evaluating proposals in Factfinding. As a result, it is customary to apply the criteria outlined in Section 3548.2(b)⁴ of the Educational Employment Relations Act's (EERA) as criteria applicable to our Factfinding. The following criteria, as adjusted for the higher education context, serve as the framework for this Factfinder's analysis and recommendations:

- (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 [UC] 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 in [higher education].

NOTE: Comparator CBAs reviewed include internal UC CBAs with AFSME Local 3299, Teamsters Local 2010, and the California Nurses Association. Comparator CBAs reviewed that are external of the UC system include Kaiser Permanente and SEIU UHW-West, Kaiser and NUHW (National Union of Healthcare Workers), Sutter Health and SEIU UHW-West, and Stanford Health Care and SEIU UHW-West.

- (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,

⁴ These criteria are written for impasse procedures for public school employees under California Government Code Section 3548.

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.

ISSUE ANALYSIS AND RECOMMENDATIONS

The following represents the Advisory Recommendation for each of the 37 open issues assigned to the Factfinding Panel. An Advisory Recommendation includes not only a final proposal but also supporting rationale in an attempt to resolve disputed facts and provide context for the recommendation.

Issue #1: Wages – Combo

Taking into consideration comparators inside⁵ and outside⁶ the UC System, the Factfinder recommends the following:

- ATB November 2024⁷ to October 2025: 5%
- ATB November 2025 to October 2026: 4%
- ATB November 2026 to October 2027: 4%

TERM: 3 Years: The Factfinder recommends a three (3) year contract term for the successor agreement, in which all units have an end date of October 3, 2027. Aligning the end dates across units and an end date of October 2027

⁵ For internal comparability, emphasis was placed on UC-AFSME L3299 ATB increases: 5% in 2025, 4% in 2026, 4% in 2027, 4% in 2028, 4% in 2029.

⁶ As an external comparator, Kaiser Permanente was considered due to its status as a major California healthcare provider and employer. Their recent national agreement with SEIU UHW provided ATB wage increases: 6% in 2023, 5% in 2024, 5% in 2025, 5%, in 2026. By contrast, UC - UPTE CBA ATB increases of 3% and 3.5% in 2023 and 3% in 2024.

⁷ For HX the CBA start date would be October 1, 2024.

is intended to reduce the “end date stagger” between Kaiser Permanente agreements⁸ and UPTE agreements, thereby minimizing the future potential of divergence - in the positive or negative, in future bargaining outcomes.

RETRO: The Factfinder recommends that general wage increases be applied retroactively to the first day of the proposed contract term. For the HX bargaining unit, retroactivity shall begin on October 1, 2024; for the RX and TX units, retroactivity shall begin on November 1, 2024. This approach ensures continuity of compensation.

Issue #2: Wages: Step Increases - UPTE

Recommendation: Implement Proposed Step Increases - UPTE

The Factfinder recommends adoption of UPTE’s proposal to implement step adjustments effective January 1, 2025, as proposed. This includes placing RX/TX employees on annual step increases, rather than the current biennial schedule.

Issue #3: Wages: LBNL - CCL

Recommendation: Retain CCL

The Factfinder recommends maintaining the current merit pool system for employees at the Lawrence Berkeley National Laboratory (LBNL).

⁸ Kaiser Permanente and SEIU UHW CBA ends September 30, 2027. As proposed, this UPTE CBA to end October 2027.

Issue #4: Wages: Experienced Based Placement - CCL

Recommendation: Retain CCL

The Factfinder does not recommend the Union's proposal to implement experienced based placement on the salary scale. The Factfinder recommends retention of the current contract language.

Issue #5: Wages: Individual Title Adjustments - CCL

Recommendation: Retain CCL

The Factfinder does not recommend the Union's proposal to implement individual title adjustments. The Factfinder recommends retention of the current contract language.

Issue #6: Wages SB 525 - Combo

Recommendation: Comply with SB 525 by 2026

Both sides agree to the applicability of SB 525 which establishes minimum wage rates for health care workers starting in 2026. The Factfinder recommends that the University implement wage adjustments in compliance with SB 525 by 2026 while maintaining internal equity and avoiding wage compression.

Issue #7: Shift Premiums – CCL

Recommendation: Retain CCL

The Factfinder recommends maintaining the current contract language regarding shift premiums.

Issue #8: Multi-lingual Pay - CCL

Recommendation: Retain CCL

The Factfinder recommends maintaining the current contract language regarding bilingual pay. Such bilingual pay was not found in most comparator agreements.

Issue #9: Home Loan Aid - NA

Recommendation: Not properly within the scope of factfinding

The University has presented a reasonable position that home loan assistance falls outside the scope of mandatory subjects of bargaining. As a result, the Factfinder concludes that this issue is not properly subject to the factfinding process under HEERA.

Issue #10: Healthcare & Other Benefits – CCL Revision

Recommendation: Update CCL by Resetting Cap on Premium Contributions Using 2024 Rates as Baseline; Establish Specialty Drug Cap and Establish Joint Healthcare Working Group

Contract negotiations on health benefits are complex. Besides being one of the most expensive personnel-related costs, health benefits are the most controversial at the bargaining table. Employers and unions battle over access to providers, premium contributions, copay structures and plan designs. Next to wages, health benefits are usually the most contested subject in a collective bargaining agreement. Most frustrating, the fight is rarely about the cost of the benefits themselves as they are set by the third-party provider, the battle is over who bears the burden of paying those costs. In the end, a reasonable agreement on healthcare benefits must thoughtfully weigh the employer's budgetary constraints with the critical importance of equity, affordability and predictability for the employees.

1. Premium Caps vs. Monthly Credit Model

a. Internal Comparators use a Capped Contribution Model

UC has negotiated premium contribution caps with several of their other unions - CNA, AFSME Local 3299 and Teamsters Local 2010. For example:

- The CNA 2022-2025: Caps premium increases based on 2019 rates for Kaiser and Health Net Blue & Gold at \$25/month, up to \$300/year.
- AFSME Local 3299: Same structure, but uses 2020 rates as the baseline, with a lower cap of \$10/month and up to \$120/year.
- Teamsters Local 2010: Applies to Pay Bands 1 and 2, using 2022 as the baseline, with caps of \$25/month, up to \$300/year.

These capped premium structures do two things. First, they provide employees with predictable healthcare costs so they can better budget. Second, the caps protect employees from unexpected premium increases and promote equity across bargaining units - ensuring employees under different unions receive similar benefits.

b. UPTE Proposal: Freeze and FSA

UPTE proposes a full freeze on employee premium contributions and a \$4,200 annual employer contribution to each employee's Dependent Care Flexible Spending Account (FSA).

c. UC Proposal: Eliminate the Cap; Fixed Credit

UC proposes eliminating the current \$25 cap on monthly employee premium contributions and replacing it with a fixed monthly credit for HMO enrollees: \$100/month for Pay Band 1 and \$75/month for employees in Pay Band 2.

d. Factfinder Assessment

This credit-based model does not exist in any other UC collective bargaining agreement. All comparator unions rely on premium caps or tiered structures—not flat monthly credits—to manage cost exposure. Furthermore, UC's proposed model lacks a cap on total employee premium increases, meaning that even with the credit, employees could face unbounded financial liability.

The Factfinder, therefore, finds this model to be:

- Inconsistent with comparator practice
- Unpredictable for employees

- A shift in long-standing practice that should only occur through mutual agreement.

e. Factfinder Does not Recommend Either

The Factfinder does not recommend either the Union’s proposal or the Employer’s proposal as both lack comparator support.

2. Specialty Drug Tier Cap

The Factfinder reviewed UC’s October 2, 2024, notice to UPTE outlining a new specialty drug tier imposing 30% coinsurance, capped at \$150 per prescription—a significant increase from the prior cap of approximately \$40.

Employees facing serious illnesses may require multiple specialty drugs, making cumulative costs burdensome. The Factfinder finds this structure to disproportionately affect the most medically vulnerable employees.

3. Factfinder Recommendations

- The Factfinder recommends adopting a revised cap model for premium contributions. Update current contract language by using 2024 rates as the new baseline but maintain the \$25/\$300 cap going forward.
- Specialty Drug Tier Cap. Establish a lower, reasonable per-prescription cap on specialty drug costs, to reflect the cumulative burden on patients managing complex medical needs. This recommendation aligns with HEERA’s equity and employee welfare standards under Gov. Code § 3548.2(b).

Joint Health Care Working Group. The University proposes the creation of a joint system-wide working group to address long-term healthcare cost management. Health plan costs are largely driven by third-party providers, and neither the Union nor the University has unilateral control over those cost drivers. Given the growing complexity of health benefits and the need for systemic, collaborative solutions, the Factfinder finds this proposal both reasonable and necessary.

Issue #11, 12, 13: Layoffs - Combo

RECOMMENDATION: Modify Notice Period to 60 Days; Adopt Severance/Recall Option; Otherwise Maintain Current Language

The union proposes enhanced layoff protections, including a 60-day notice, seniority-based bumping rights and expanded reemployment opportunities. UPTE argues these protections are necessary to ensure fairness, prevent arbitrary job loss and preserve institutional knowledge within the University workforce.

The UC-CNA⁹ contract provides a notable comparator. This CBA requires a 60-day notice period for layoffs. While CNA's agreement includes strong procedural protections, it still preserves management's right to determine when layoffs are necessary. This structure reflects a negotiated balance between ensuring fair treatment of employees and maintaining the University's operational flexibility.

As a result, the Factfinder recommends adopting a 60-day layoff notice period, consistent with the CNA agreement. This provides employees with adequate time to prepare and seek other opportunities, especially for those with certain credentials.

Beyond the notice period, the Factfinder does not recommend any additional modifications to the current language of the layoff provisions in deference to the University's right to manage its workforce.

Separately, UC proposes to reinstate the option for laid-off employees to choose either severance pay **OR** preferential rehire/recall rights.

When combined with the 60-day layoff notice period, this UC option provides a reasonable balance for employees to make an informed decision based on their individual circumstances and for the employer to efficiently manage rehire/recall processes. As a result, the Factfinder recommends UC's proposal to allow employees the option to select either severance pay or preferential rehire/recall rights. Maintain all other current contract language related to layoffs.

⁹ See University of California and California Nurses Association agreement for Registered Nurses Unit, dated July 9, 2022 through October 31, 2025.

Issue #14: Classifications – CCL

RECOMMENDATION: Retain the CCL on classification notice and procedures.

The University proposes to limit contractual notice obligations to instances where an entire job title is created, abolished, or reclassified. UC maintains that changes affecting only individual or partial changes to positions/titles, do not require notice to the union as they fall within its core management rights. Additionally, UC seeks to preserve its current authority to unilaterally create and fill new titles during negotiations, asserting that such flexibility is operationally necessary.

In contrast, UPTE proposes to require 60 days' notice for all classification actions, regardless of the scope, to ensure the union can identify and challenge any potential removal of bargaining unit work. The union also seeks to eliminate UC's current right to unilaterally create and fill new titles during bargaining. As an example of the concern, UPTE references their PERB complaint against UCLA for their failure of notice on new IT positions. It is the Factfinder's determination, however, that UPTE having had a 60-day notice in this UCLA case would not have prevented UCLA's violation.

The Factfinder acknowledges the union's concerns about unit erosion and lack of transparency, as well as the University's interest in preserving core management rights over classification structures. Without a clear consensus or compelling comparator practice to support expanding or narrowing the notice obligations, the Factfinder finds to maintain no compelling basis to recommend modification of either party's position. Therefore, the Factfinder recommends retention of the current contract language for this issue.

Issue #15: Health & Safety - Combo

Recommendation: Provide Safety Shoe Reimbursement where required; Eliminate Budget Contingency

Clause; Adopt UC Ergonomics Language

UPTE proposes that employees who are required by law, regulation, or University policy to wear safety shoes as a condition of employment should either be provided such footwear or reimbursed up to \$300 annually. The union also seeks to eliminate the “budget clause” which conditions the University’s compliance with safety-related grievance remedies on the availability of specifically budgeted funds. UPTE contends that this clause undermines the enforceability of arbitration awards and weakens contractual protections related to health and safety.

The University does not object to reimbursing employees for safety shoes when such footwear is required but the University does not support a standardized stipend. Further, it maintains that compliance with safety obligations, including grievance remedies, should remain subject to available budgeted resources. UC also proposes limited language additions around ergonomic evaluations and reasonable efforts to provide a safe work environment.

The Factfinder recommends Safety Shoe Reimbursement: adopting a safety shoe reimbursement of a reasonable amount per year **only for** employees whose job duties require such footwear, as defined by applicable law, regulation, or job classification description. While the Factfinder does not adopt the Union’s proposed \$300 flat rate, a consistent and reasonable reimbursement amount is appropriate to ensure employees are not personally burdened with the required safety equipment.

Factfinder further recommends eliminating the Budget Contingency Clause which conditions the University’s compliance with safety-related grievance remedies on the availability of specifically budgeted funds. A budget contingency undermines the enforceability of grievance and arbitration outcomes and conflicts with employee rights to resolve contractual disputes under HEERA.

Finally, the Factfinder recommends adopting the University’s proposal regarding Ergonomics Evaluation as a

commitment to workplace safety.

Issue #16: Accretion - UC

Recommendation: Adopt UC Post-Accretion Framework; Do Not Adopt Union Interest Arbitration or Strike Waiver Proposals

UPTE proposes a structured process to ensure timely resolution of bargaining over newly accreted titles. Under two alternative proposals, if no agreement is reached after 10 meetings or 120 days following a PERB unit modification, UPTE could either (A) require interest arbitration for accretions involving titles that perform at least 20% unit work, or (B) require UC to choose between interest arbitration or waiving the contractual no-strike clause. These proposals aim to prevent indefinite delays and protect the wages and benefits of employees accreted into the unit.

The University proposes to codify a post-accretion bargaining framework that includes: (1) placing newly accreted titles into the unit within 90 days of a PERB order or agreement, (2) providing a 2% proxy step increase to affected employees during bargaining, and (3) commencing negotiations within 90 days.

While the union's concern about prolonged delays in post-accretion bargaining is valid, its proposal to impose interest arbitration or strike waiver mechanisms are not supported by current practice under HEERA, or by comparator agreements within the UC system. HEERA provides for mediation and factfinding at impasse but does not mandate interest arbitration.

Accordingly, the Factfinder recommends UC's proposal, which offers a reasonable and timely structure for implementing accretions.

Issue #17: Per Diem Conversion - CCL

Recommendation: Retain Current Contract Language; Do Not Adopt Per Diem Conversion Entitlement

UPTE proposes that per diem employees who work more than 1,000 hours in a 12-month period and commit to working at least 50% of the time on an ongoing basis should have the option to convert to a career appointment. UPTE contends this proposal would establish a fair and predictable pathway to stable employment and access to benefits for employees who are functionally performing regular, ongoing work.

The Factfinder acknowledges and supports the Union's underlying concern that per diem employees who consistently work per diem shifts over extended periods should not be indefinitely excluded from FT status.

However, based on the record and available comparator data, no other UC bargaining unit contract includes a provision granting per diem employees the unilateral right to convert to career status based on hours worked or commitment level. The Union's proposal would introduce a new entitlement not supported by established practice and could constrain the University's flexibility in workforce planning and appointment structures. Accordingly, the Factfinder does not recommend adoption of the Union's proposal and instead recommends retention of the current contract language.

Issue #18: Reclassification - CCL

Recommendation: Retain Current Contract Language; Establish Joint Reclassification Workgroup

Reclassification impacts multiple levels throughout the entire UC system — ranging from individual employee requests to the system-wide structural adjustments across job series. Because it directly impacts compensation, promotional opportunities, equity and operational consistency, it is a complex and sensitive area of contract administration that requires a process balancing both employee and management interests.

Accordingly, the Factfinder recommends retaining the CCL framework while also establishing a **Specialized Reclassification Workgroup**, composed of representatives from both UPTE and the University. This

workgroup should be tasked with developing a comprehensive reclassification process that includes clear criteria, defined timelines, and an appeal mechanism tailored to the technical and often case-sensitive nature of classification decisions.

Issue #19: Meal Periods - UC

Recommendation: Adopt Agreement on SB 1334 Applicability; Do Not Adopt Local Bargaining Language

Both parties agree that SB 1334 applies to meal and rest breaks for eligible employees working in healthcare facilities. However, UPTE conditions its acceptance on the inclusion of language allowing “individual locations to negotiate on-duty meal periods and alternative rest periods in compliance with the collective bargaining exemption provision of SB 1334.” The University rejects this proposed addition, arguing that it would be administratively burdensome and inconsistent with UC’s systemwide approach to labor relations.

The Factfinder recommends adoption of the parties’ mutual agreement that SB 1334 applies to eligible employees working in healthcare facilities with respect to meal and rest breaks. However, Factfinder does not recommend adoption of UPTE’s proposed local bargaining provision. While the union’s concern for local flexibility and responsiveness to operational realities is reasonable, introducing location-by-location bargaining on this issue would undermine the University’s systemwide labor relations structure and could result in inconsistent application, increase administrative complexity, and introduce variability in compliance and enforcement across campuses and medical centers.

Issue #20: Alternative Schedules – CCL

Recommendation: Retain CCL

UPTE proposes that when multiple employees request similar alternative work schedules, those requests should be granted in order of seniority. The Union argues that this promotes fairness, avoids favoritism, and is consistent with a seniority-based system. In contrast, UC provides for similar bids to be granted in order of rotating seniority so as to avoid the same person being selected every time.

The Factfinder does not find any clear comparator direction on this specific issue. While the Kaiser Permanente-SEIU UHW agreement contains provisions giving seniority preference for days off, this is distinct from the assignment of alternative work schedules. Moreover, no other UC CBAs appear to include seniority-based selection for alternative scheduling requests.

In the absence of comparator support or HEERA guidance, the Factfinder recommends retaining the CCL on this issue.

Issue #21: VRT – UC

Recommendation: Adopt UC Proposal to Maintain ERIT Framework; Do Not Adopt Union-Driven VRT

Entitlement

The Union proposes guaranteed access to voluntary reductions in time (VRT) for all employees, with minimum reduction levels and a right to revoke the reduction within 90 days. Specifically: (a) All employees entitled to a 10% reduction in time, (b) Employees with 5 years of service or who have a new child entitled to a 20% VRT.

The University does not accept the union's proposed VRT structure. Instead, UC proposes to continue applying the Employee-Initiated Reduction in Time (ERIT) program currently outlined on UCNet. Approval of VRT requests is at the discretion of management.

There does not appear to be any clear standard requiring a fixed, employee-driven VRT. Most voluntary reduction programs, including those in AFSCME and CNA agreements, reference UCNet's ERIT or similar employer-administered policies. Under HEERA, employee flexibility must be balanced with operational needs; managerial discretion over scheduling remains a core management right.

Accordingly, the factfinder recommends UC's proposal, which maintains consistency with systemwide practice and preserves operational flexibility.

Issue #22: Vacation Accrual - UC

Recommendation: CCL on Accrual Rate; Adopt UC Proposal on Vacation Usage Process

UPTE proposes increasing the vacation accrual rate to 24 days per year for all eligible employees, with a maximum accrual of 384 hours. The Union argues this increase would align with vacation practices for UC Academic Researchers, Managers, Senior Professionals, and Physicians. In addition, this proposal would make progress to provide equity with Kaiser and UHW which provides for 25 days after 10 years.

UC proposes no changes to current accrual rates. The University contends that existing vacation accruals—tiered by years of service—are consistent with other UC collective bargaining agreements and aligns with longstanding systemwide policies.

The current UPTE vacation accrual proposal is actually consistent with those in place for other UC unions which also use tiered accrual based on years of service and share the same maximum cap of 384 hours. For example, UC-IBT has for employees with less than 10 years' service, 15-day accrual with max accumulated balance of 240 hours. UC-CNA has the same structure as IBT with 15/240. Exactly the same for AFSCME

Kaiser and NUHU CBAs operate under PTO systems rather than distinct vacation-only accrual, making direct comparisons challenging. However, Kaiser and SEIU UHW vacation accrual rate is made up of three tiers: 10 days' vacation at 1 year of service; 15 days at 2 to 4; 20 days at 5 to 9 years of service. Kaiser, therefore, provides a bit more vacation than UC-UPTE from years 6 to 9.

Given this 'current' comparability within the UC system, the Factfinder recommends the UC proposal to maintain equity with most other UC agreements by keeping CCL.

In addition, UC has proposed new language to address the union's concern about the ability to use vacation—specifically, a process for handling vacation requests submitted six months in advance.

HX.B.3 / RX/TX.C.5 – *If a written vacation request of up to 10, 21, or 28 consecutive calendar days is submitted at least 6 months in advance and denied, the department must meet with the employee within two weeks*

to identify alternative dates within the next six months. If no agreement is reached, the University must respond in writing with alternative dates, fulfilling its obligation to facilitate timely leave usage.

The Factfinder finds the UC proposal to be a reasonable response and supports its inclusion.

Issue #23: Holidays – CCL

Recommendation: CCL

UPTE proposes the addition of seven (7) floating personal holidays that employees could use at any time during the calendar year, in addition to existing UC-recognized holidays. The Union argues this would compensate employees for the routine curtailment of operations during the Christmas and New Year holidays, during which employees are often required to use vacation time to remain in paid status.

The University rejects the Union’s proposal and instead proposes maintaining the existing holiday schedule, with the exception of removing the floating holiday designation from Cesar Chavez Day.

The Factfinder does not recommend adoption of the Union’s proposal to add seven floating personal holidays. While UPTE raises valid concerns about the impact of campus curtailments, this issue is systemwide and no other UC bargaining unit appears to have secured contract language specifically addressing curtailment through additional holidays. Furthermore, Factfinder recommends retaining Cesar Chavez Day as a floating holiday, consistent with the current contract language.

Issue #24: Major Holidays – UPTE in Part

Recommendation: Guarantee One Major Holiday Period Off; Do Not Adopt Additional “Census Permitting” Request; Incorporate Holiday Pay Clarification

UPTE proposes that bargaining unit employees be guaranteed the opportunity to take off at least one of three major two-day holiday periods per calendar year being: Thanksgiving and the following day, December 24

and 25, and December 31 and January 1. In addition, UPTE proposes, “census permitting”, UC granting an additional two-day period to take off. Also, Holiday pay eligibility would remain tied to the official University holiday calendar.

The Factfinder recommends the adoption of UPTE’s proposal to guarantee bargaining unit employees the opportunity to take one of the three major two-day holiday periods off per calendar year, as this language is already found in the agreements of IBT Local 2010 and AFSCME Local 3299. Such adoption would promote fairness and equity in holiday scheduling.

However, the Factfinder does not recommend adoption of the Union’s additional request that the University “endeavor to grant” a second major holiday period off. While the intent is understandable, this provision is ambiguous, lacks enforceable clarity and no comparator agreements contain similar provisions. Finally, the Factfinder recommends incorporating the Union’s accompanying clause regarding straight time and the official University holiday schedule, as it appears to clarify payroll policies.

Issue #25: Remote Work - UC

Recommendation: Adopt UC Proposal with Clarification on Grievability

UPTE proposes to establish a right for eligible employees to work remotely at least two days per week, along with reimbursement for home internet, phone use and any necessary equipment and supplies. Additionally, an employee working remotely to be given 60-day notice prior to revocation of their remote work assignment.

The University opposes the creation of any such entitlement, asserting that remote work is a permissive subject of bargaining under HEERA and must remain within management’s discretion. UC proposes contract language that allows employees to request remote work under local policies, with 30 days’ notice prior to any change, and specifies that such decisions are not subject to grievance or arbitration.

The Factfinder finds the University's proposal to be a reasonable extension of management's right to staff and assign work, consistent with established principles under HEERA. However, the Factfinder recommends a clarification: decisions regarding remote work should be subject to grievance and arbitration, as with any other staffing or assignment issue, to ensure consistency and enforceability within the collective bargaining framework.

Issue #26: Professional Development - Combo

Recommendation: Retain 40-Hour Leave Cap; Adopt Language Allowing Remote or In-Person Use

UPTE proposes to amend the current contract language to guarantee 80 hours of professional development and educational leave, and to clarify that the leave may be used for either in-person or remote education. The University proposes to maintain the current contract language (CCL), which provides 40 hours of leave.

The Factfinder finds that the proposed increase to 80 hours exceeds the provisions found in comparator agreements, where the standard is 40 hours (e.g., AFSCME and IBT). Accordingly, the Factfinder recommends retaining the current cap of 40 hours.

However, the Factfinder supports UPTE's proposed clarification that the leave may be used for either in-person or remote education, as this language reflects current professional training trends and enhances flexibility without increasing cost or administrative burden.

Issue #27: Union Business Leave - CCL

Recommendation: Retain Current Contract Language (CCL)

UPTE proposes that for each campus, hospital, or lab, the University shall grant up to two full-time equivalent (FTE) positions of paid reimbursed union leave per calendar year, regardless of the size of the represented unit. This would eliminate the current tiered structure, which allows for one (1) FTE at locations with fewer than 500 employees and two (2) FTE at locations with 500 or more.

The Union's proposal would create a flat entitlement that simplifies administration and promotes broader access to union leave. However, such a structure could result in a disproportionate allocation of union representation at smaller worksites, potentially affecting staffing and operational needs.

The Factfinder acknowledges the administrative efficiency of a uniform cap and the comparability of a 522-day systemwide ceiling, which has been considered in other contexts. Nonetheless, removing the current scaling structure entirely would represent a significant departure from both HEERA's principle of balancing employee and employer interests and the prevailing practices among other UC bargaining units.

Issue #28: Unpaid Parental Leave - UPTE

Recommendation: Adopt Union Proposal with Working Group to Tailor Policy

The Union proposal is the UC-CNA¹⁰ language under Article 20 Leaves of Absence, Section D: Pregnancy Disability Leave and Childcaring Leave. The UC proposal does not address Unpaid Parental Leave in a comprehensive manner. As a result, the Factfinder recommends the Union proposal with the caveat that the Parties either meet and confer or form a working group to develop a tailored policy for UPTE members.

Issue #29: Access - Combo

Recommendation: Retain Current Access Language with One Modification Requiring Representative List

UC proposes several changes to current union access provisions:

1. New language that UPTE provide *at least 24 hours' advance notice before visiting a worksite, except in exigent circumstances. This would eliminate existing language that permits UPTE representatives to provide notice upon arrival for unscheduled meetings.*

¹⁰ See University of California and California Nurses Association agreement for Registered Nurses Unit, dated July 9, 2022 through October 31, 2025.

2. New language giving UC the authority to enforce local access procedures and impose disciplinary measures for both University employees serving as union representatives and disciplinary expulsion or permanent denial of access to non-employee UPTE representatives.
3. Lastly, new language requires UPTE to submit a written list of all union-designated representatives, including employee and non-employee representatives, who are authorized to conduct union business at the University.

Responding to proposal #1: UPTE is rejecting UC's proposal requiring 24-hour notice and countering language recognizing the University's right to enforce reasonable access rules and regulations, adding: *"only if such guidelines have first been negotiated with UPTE. Any unresolved issue shall be submitted to expedited arbitration."* UPTE represents that they have filed a charge with PERB seeking to have UC withhold enforcement of these disciplinary rules against UPTE until there is a final determination in expedited arbitration or through PERB.

The role of the factfinder regarding pending PERB charges: The role of the Factfinder is to make recommendations on the disputed proposals based on the statutory criteria in HEERA, without the intention of resolving or providing prejudice to the outcome of any administrative or legal proceeding, including but not limited to pending unfair labor practice charges. Therefore, the intention of this recommendation is to evaluate the proposal independently of any such proceeding, and make a recommendation solely on the evidence and arguments presented during factfinding.

HEERA Section 3568, reads as follows:

Subject to reasonable regulations, employee organizations shall have the right of access at reasonable times to areas in which employees work, the right to use institutional bulletin boards, mailboxes and other means of communication, and the right to use institutional facilities at reasonable times for the purpose of meetings concerned with the exercise of the rights guaranteed by this act.

This HEERA provision establishes a qualified but affirmative right of unions to have reasonable access to workplaces to communicate with employees. No other UC union contract appears to include a mandatory 24-hour notice requirement, and while coordinated access may be necessary in sensitive environments like hospitals, a blanket 24-hour notice rule imposes a burden inconsistent with the ‘reasonable access’ standard. As a result, the Factfinder does not recommend adoption of UC’s proposed 24-hour notice requirement.

It does not appear that any other UC’ comparator has a mandatory 24-hour notice. Although the Factfinder does recognize the importance of coordinated access to balance the sensitive nature of a hospital workplace, a 24-hour notice requirement appears to burden the standard of ‘reasonable access’ under HEERA 3568. As a result, the Factfinder does not recommend the UC proposal on union access.

Responding to UC proposal #2: The Factfinder finds this proposal overbroad and lacking clear standards. No other UC union contract contains similar language authorizing expulsion or discipline of union representatives. Further, the reference to ‘local procedures’ is vague and undefined. It is not reasonable for union representatives to know and understand numerous local procedures, especially considering that such procedures could change without notice. This language can easily conflict with HEERA Section 3568, which protects union access and is, therefore, not recommended.

For UC proposal #3, the Factfinder does recommend adoption of UC’s proposal requiring UPTE to furnish to UC, a written list of all UPTE representatives authorized to conduct union business. The Factfinder finds this proposal to be reasonable and customary and not in conflict with HEERA standards.

Issue #30: Hours of Work - UC

UPTE did not submit a counterproposal on this issue; therefore, the Factfinder recommends adoption of the University’s proposal.

Issue #31: Leaves of Absence - UC

UPTE did not submit a counterproposal on this issue; therefore, the Factfinder recommends adoption of the University's proposal.

Issue #32: Out of Class Pay - UC

UPTE did not submit a counterproposal on this issue; therefore, the Factfinder recommends adoption of the University's proposal.

Issue #33: Parking - Combo

Recommendation: Adopt Both UC Parking Rate Proposals; Adopt UPTE Transit Discount Proposal

UC proposes two additions related to parking:

1. The ability to increase annual parking rates—either by a set dollar amount or percentage—on a location-by-location basis.
2. The authority to pass through third-party fees (such as government-imposed taxes or surcharges) directly to employees, above and beyond the quoted parking rates.

Separately, UPTE proposes that the University make good-faith efforts to negotiate public transportation discounts with regional transit agencies and extend those discounts to all employees.

Given that parking rates and third-party fees are determined at the local campus level, the Factfinder finds UC's proposals to be a reasonable reflection of campus-level flexibility and fiscal responsibility and recommends their adoption.

At the same time, the Factfinder supports the Union's proposal to promote public transportation options, which aligns with broader public policy goals and could help offset increased commuting costs for employees. Therefore, Factfinder also recommends adoption of UPTE's proposal encouraging UC to seek and offer transit discounts.

Issue #34: Payroll Deductions - UC

Recommendation: Retain CCL

UPTE submits an extensive proposal on payroll deduction on terms regarding dues, dues deductions and dues processing – indemnification. Even though UC provided a counter proposal, the Factfinder was not able to find related language in any other UC union contract. As a result, the Factfinder recommends retaining current contract language.

Issue #35: Personnel Files - UC

UPTE did not submit a counterproposal on this issue; therefore, the Factfinder recommends adoption of the University's proposal.

Issue #36: Positions/Appointments – UC

UPTE did not submit a counterproposal on this issue; therefore, the Factfinder recommends adoption of the University's proposal.

Issue #37: Sick Leave – UC

Recommendation: Adopt Sick Leave for Per Diem Employees

UPTE proposes to improve sick leave for per-diem employees, so they are closer to state law at a minimum of 40 hours of paid sick leave per year, under SB 616. The University proposes Per Diem employees receive eight (8) hours of sick leave per year; front loaded with no accrual and a maximum carryover cap of 16 hours.

Factfinder recommends the UC proposal as it provides a baseline level of paid sick leave for employees that have not received this benefit previously.

CONCLUSION

These recommendations aim to support a balanced and sustainable resolution between the University's right to manage and direct its workforce and the Union and employees' rights to a fair and equitable workplace. A balance is essential to sustaining the delivery of critical services in education, research, and healthcare. It is the intention of these recommendations to be grounded in HEERA statutory criteria, market comparability, and principles of fairness and fiscal stewardship.

All recommendations in this report reflect the majority opinion of the Factfinding panel, with two of the three panel members in agreement. None of the recommendations represent the unanimous decision of the full panel.

Respectfully submitted on behalf of the Factfinding committee,



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