



BARGAINING UPDATE – MAY 18, 2018 UNIVERSITY OF CINCINNATI

Sisters and Brothers of the University of Cincinnati Chapter of SEIU District 1199,

We wanted to take this opportunity to give you an update on the status of the current negotiations for a successor agreement with the University.

As you are aware, it has been a long and trying set of negotiations with the University, they have made several proposals that would have been detrimental to you, the membership. Your bargaining committee has remained united and pushed back against these unfounded changes.

TENTATIVE AGREEMENTS WITH UC

Article 2 – Recognition – This article was modified to include the Hoxworth Blood Center as part of the recognized bargaining unit.

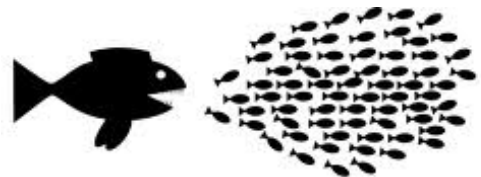
Article 4 – Union Security and Dues Deduction – This language was updated to reflect actual practice and provide members with the ability to sign their membership cards electronically and through voice authorization.

Article 5 – Union Representatives – The change in this article was to incorporate the Union leadership positions of Executive Board Member, Member Strength Coordinator, Orientation Leaders, Grievance Chairs, Member Arbitration Specialists, and delegates and to ensure that these leaders are provide time to both perform their duties as well as receive the necessary training for their position. These trainings will be paid leaves for each of these leadership roles.

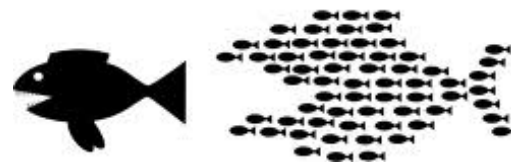
Article 10 – Grievance Procedure – The grievance procedure was modified to allow for electronic filing of grievances and to incorporate the Member Resource Center in to the contract. The Member Resource Center will be available to members of The University of Cincinnati later this year to assist members and leaders with grievance filing, representation, research, and representation at all steps of the process.

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**BY STICKING
TOGETHER IN UNION,
WE ARE ABLE TO
FIGHT AND WIN**



ORGANIZE!



Article 11 – Filling of Vacancies – The change to this article was to update the classification names of Senior Library Associate Specialist to Library Associate 4 and 5.

Article 13 – Evaluations – The modification to this language will now call for ALL performance evaluations to be performed between June 1 and July 31 of each year. The committee also secured language to have an “old” evaluation removed from the members file and destroyed if the evaluation is challenged through the grievance process successfully.

Article 17 – Part-Time Employment and Alternative Work Schedules – Your committee secured language in this article to reduce the percentage of hours necessary to work for full-time members to receive benefits. Under the previous contract it was 80% and the tentative agreement reduces it to 75%.

Article 22 – Other Leaves – The changes in this article clarified existing language to be brought in to place with current practice. The changes further clarify when a member is required to be seen by University Health upon return from a medical leave of absence or return from disability. We also removed the requirement that members “shall” use all accrued sick time and vacation time before going on an unpaid medical leave. The member will now have the choice of whether they want to use this paid leave time or not. Lastly, members who serve jury duty will no longer be required to submit their jury fee to the University.

Article 29 – Tuition Remission – The changes to this article reflect full-time members who are 75% FTE will be eligible for tuition remission benefits, this is 80% in the current contract. The language also updates the current practice of the spouse, domestic partner or dependent completing the necessary waiver for the process.

Article 37 – Termination of Agreement – The changes in this article were completed to allow the parties to proceed through negotiations in accordance with ORC 4117. The current contract requires that the parties mutually agree to fact finding, whereas the code provides a very specific and linear process.

OPEN ARTICLES FOR FACT-FINDING

Article 14: Classification and Compensation – The University is seeking to change the current reclassification practice and remove the authority of the JCAC. The Union is maintaining that the Union members of the JCAC are mandatory as they provide the proper insight and oversight of protecting the rights of members seeking to be recognized for the extra work and duties that you all perform.

Article 20: Vacations – The University is seeking current contract language on the accumulation of vacation and only to make a change in regards to member’s accumulation in recognizing 75% as full time versus the now recognized 80%. The Union is seeking to increase the amount of vacation that members accrue, as well as bring the language in to line with practice and have vacation submission done via email and reduce the number of days management has to provide a response to the request. The Union is also seeking to provide members with the ability to elect to cash out vacation if they have reached their maximum accrual.

Article 21: Sick Leave – The University is seeking to require members who are off sick and return to work to be seen by University Health. The Union is maintaining that this is only necessary in certain situations and that it should not be required when a member has been off with a non-contagious illness or simple injury that does not require restrictions upon return.

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Article 27: Wages – The University has proposed 1.5% for each of the first 2 years and 2% for the 3rd year. The Union has proposed 4%, 3.5% and 3.5% respectively, as well as proposing a wage increase of 3.5% for 2020, should the fact finder extend the contract that far. The Union believes that our wage proposal is more in line with the cost of living and supported by our research and the comparable wage data.

Article 28: Insurance Benefits – The University is seeking to take complete control of the cost, plan design and level of benefits offered to all members. The Union firmly disagrees with this approach, as benefits are a mandatory subject of bargaining and the Union does NOT agree to give management unilateral control. The Union is proposing a sliding scale for the cost of benefits based on the wage that a member earns and that will insure that any recognized wage increase is not offset or completely negated by an increase in benefits costs. The Union is also seeking increases in the amount of the waiver for those electing not to take benefits and an increase in the contribution from the University towards members Health Savings Accounts.

Article 38: Duration – This article remains open as it would be most prudent to allow the fact finder to determine the effective dates of the agreement. While the parties have agreed that wages will be retroactive to July 1, 2017, the fact finder may determine that the contract begins on the date of ratification of the membership and lasts for 3 years from that date.

Our committee has worked hard with the University to find areas in which we can agree and make legitimate compromises on numerous issues but will not agree to the changes in the areas above that the University is demanding. That is why we have elected to take these issues in front of an impartial third party neutral.

The changes listed above as tentative agreements and the results of the fact finders report will not become final until they have been ratified by you, the membership, and approved by the UC board. We are in the process of securing dates from the Fact Finder for the hearing and will update the membership when we have agreed on a date.

Please stand strong together in solidarity during this process and as always, if you have any questions or concerns please feel free to reach out to a member of the bargaining committee directly.

In Solidarity,

Your SEIU District 1199 Negotiations Committee

Alfreda Oliver, Meshia Anderson, Rhonda Wiseman, Sara Mihalay, Tonya Rogers-Mitchell and Josh Norris.