

Society of Professionals, Scientists, and Engineers

**Local 11 - University Professional and
Technical Employees (UPTE),
Communications Workers of America (CWA)
Local 9119, AFL-CIO**

SPSE

February 24, 2009

To: Members of the Skilled Trades Bargaining Unit

From: Jim Wolford, SPSE-UPTE Chief Negotiator

Subject: Tentative Agreement on First Contract

The skilled trades bargaining team has concluded agreements with LLNS management on approximately forty topics covering the terms and conditions of employment. These will become either contract articles or so-called side letters on specific topics. Side letters carry the same legal obligations as regular articles and will be included at the end of the contract. SPSE-UPTE members within the bargaining unit will soon have the opportunity to vote their approval or disapproval of the contract's content.

Management and SPSE-UPTE have tentatively agreed to the following:

1. Wage increases will be staged
 - 3.6% retroactive to 10/1/2008
 - 2.5% as of 4/1/2009
 - 2.0% as of 10/1/2009

These add to 8.1%, however when the raises are compounded, the unit members will be making 8.31% more on 10/1/2009 than on 1/1/2008, the date of the last increase.

2. UPTE unit fees (also known as agency fees) will be automatically deducted and remitted to UPTE systemwide. According to LLNL Staff Relations, LLNS will use the same process that it uses in deducting dues for the unrepresented SPSE-UPTE members at LLNL. Unit fees each month amount to 1.3% of ones gross wage or \$35, whichever is less. (In most if not all cases, unit members will be paying the \$35 cap for dues rather than the 1.3% fraction. For those at the top of their wage scale \$35 equals about 0.5% of their gross wage.)
3. All flexible-term employees within the unit will be converted to career indefinite status on 4/1/2009.
4. Any future flex-terms hired into the unit will be limited to a 3-year term.



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5. SPSE-UPTE has the right to meet and confer, in other words to negotiate, on any new subcontracting that directly threatens job security of unit members, by, for example, idling one or more members of a shop.
6. Grievance and arbitration rights obtain for any contract violation not specifically excluded in writing in the agreement. The contract describes the procedure to be followed for each.
7. The Health and Safety article codifies the Lab's vague "stop work" safety policy and makes it arbitrable. In other words, any retribution by management for stopping work is a contract violation.
8. The High Voltage Electricians will receive a grade increase to grade 13 on 4/1/2009. This will help narrow the disparity in compensation between them and their counterparts at PG&E.
9. Rules for hours of work, overtime, reasonable accommodation, holidays, performance review, employee development, promotion and transfer, premium pay, and temporary/limited duty are reproduced from satisfactory LLNL policies, either past or present.
10. Corrective action may occur only for "cause". SPSE-UPTE bargainers made clear during negotiations that we interpret this as "just cause" and expect progressive discipline to be followed in all corrective action.
11. Any circumstances not covered by the contract will be governed by LLNS policy and procedure as it applies to all other Lab employees.