



NEGOTIATIONS DAY-22 LOCAL 132

September 12, 2024

On Day 22 of negotiations, the Company brought in a representative from Sempra Benefits at the Union's request. During the session, the Union raised questions and requested additional follow-up information. The Local 132 negotiation team recognizes that benefits, especially medical and related areas, are of significant concern to our members. Rest assured; we are diligently working to secure the best possible outcomes for you. More updates on medical and other benefits will be shared as the requested data is reviewed and the negotiations progress.

35-Day Return Rights: The parties agreed to a tentative agreement that allows employees 35-day return rights, meaning they have a true 35 days to decide whether to return to their previous classification or continue with the new classification. This period starts only after they complete all phases of formalized training, which is particularly relevant for classifications with multiple training phases. This ensures that employees have adequate time and experience in their new role and work location before making a final decision.

Pass/Fail Panel Interviews: The Union's proposal advocates for seniority and prior experience to be the primary factors in determining promotions, rather than the more subjective pass/fail interview process. The Union's position highlights concerns about potential bias in the interview process, which could lead to unfair outcomes for members who might otherwise be eligible for promotion based on their seniority and work history. By eliminating the interview process and reverting to an expectations meeting, the Union aims to create a more transparent and fair system where promotions are less influenced by personal biases or management's subjective assessments.

Military Leave: The parties continue to go back and forth with counter-proposals. There are proposals for full-time and part-time members. In short, we are on round 5 from proposal to counteroffers. Today, the Company declined the Union's last counteroffer for full-time members and threatened to withdraw its original proposal from the table if the Union did not accept the Company's previous counteroffer. The Company also indicated that acceptance of its previous counteroffer was contingent on the Union withdrawing its proposal that addresses military leave for part-time employees known as Union-21 (U-21).

Despite the Company's public face of claiming to be an advocate for service members and veterans, the Company is seeking to limit the legal rights granted through the Uniform Services Employment and Reemployment Rights Act of 1994 (USERRA) and the California Military and Veterans Code. The Company, through its proposals and counteroffers, seeks to limit its responsibility and in turn members' benefits by only acknowledging certain sections of USERRA or California Military and Veterans Code. At this stage of both the part-time and full-time proposals, the Union is insisting the Company follow the law as written and not attempt to circumvent any provisions provided by law.

Work From Home Agreement (WFH): The Company initially presented a proposal to add some classifications to the WFH list. The Union presented its proposal adding other classifications to the list. Union's proposal sought to remove all language giving the Company full authority to make changes without discussion and agreement with the Union e.g., the Company will determine, at its sole discretion, the Company may require, and the Company reserves the right to. Additionally, the Union's proposal seeks to eliminate dual standards between office and WFH employees and to separate WFH and the schedule selection process. Schedule selection is based on 3.6 of the CBA. The two should not be intermingled.

The Company declined to bargain with the Union regarding the Union's WFH proposal known as U-64. The Union moved forward with modifications to the Company's WFH proposal. Today, the Company responded to the Union's counteroffer by declining the Union's offer and withdrawing their proposal altogether.

In a previous session, the Company displayed the same moves with its proposal regarding legal compliance. The proposal sought to grant the Company full authority to implement any changes in law as the Company chooses. The proposal went through numerous counteroffers. In the end, the Company withdrew its proposal just as with those listed above.

Ask yourself, is the Company bargaining in good faith? The Company seems to be declining any proposal or counter proposals that seek a balance between the Company's and Union's rights. For example, as noted above in Legal Compliance, the Company wanted the authority to immediately implement any changes it wanted to be compliant with changes to laws. The Company then wanted to discuss with the Union after the changes were implemented and if there was disagreement, the Company stated in its proposal that the Union could file a grievance. The Union's counter requested the Union be notified of any changes in law, the parties meet to discuss and together come to a consensus of required changes, and then implement the agreed upon changes.

Good faith bargaining requires both parties to genuinely engage in discussions with the intention of reaching a mutually beneficial agreement. In this case, if the company is rejecting proposals or counterproposals that seek balance and a partnership, and instead is favoring unilateral decision-making (e.g., implementing changes without prior consultation and expecting the union to resolve disputes through grievances), it could be perceived as not bargaining in good faith.

The union's counterproposal, which emphasizes collaboration and consensus-building before implementing changes, suggests a more constructive approach to fostering cooperation between both parties. In contrast, the company's stance of making changes first and addressing disputes later through grievance processes may come across as dismissive of the union's role, which can lead to further conflict rather than resolution.

Good faith bargaining entails a willingness to engage, negotiate, and compromise. If the company is rigidly sticking to a "we'll do it our way" approach without open dialogue, it could be seen as undermining the negotiation process and partnership.

In solidarity,

Joe J. Moreno

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