

University of California  
Counter Proposal No. 7  
Article 13 Application to Scene Techs  
June 14, 2022

TENTATIVE AGREEMENT

The University respectfully provides the following response to UPTE's Proposal for Scene Techs and Stage Helpers:

1. The University respectfully declines to reopen the contract to negotiate over items covered by Article 13 of the current contract which became effective as August 8, 2019;
2. The University respectfully declines to reopen the contract to incorporate additional sections to Article 13. The current provisions of Article 13 were ratified by UPTE and became effective on August 8, 2019;
- A. 3. The University continues to be willing and able to discuss the application of Article 13 to the Scene Techs and Stage Helpers . Specifically, Article 13.J.4 and as well as any sections of Article 13 which are related to this new provision. During successor bargaining no other sections of Article 13 were revised nor were any other sections added to Article 13
- B. Establishing a side letter
  1. The side letter shall contain the terms and conditions agreed upon by the parties in regard to the application of Article 13 of the Technical Unit Collective Bargaining Agreement ("CBA") which became effective on August 8, 2019 to the Scene Tech and Stage Helper title series. All other terms and conditions of the CBA remain in effect.
  2. **This agreement shall apply to all non-exempt employees in the Scene Technician and Stage Helpers titles series employed by the University.**
- C. Lump sum
  1. The terms and conditions of the side letter shall become effective within thirty (30) day after an agreement has been reached by the parties. The agreement does not include retroactive pay.
  2. At UC Berkeley only, lump sum payments as follows:
  3. A. 10 employees which have been identified by UPTE shall receive a one-time lump sum of \$2,000  
B. 6 employees to be identified by UPTE shall receive a one-time lump sum of \$1000.00  
C. 7 employees which have been identified by UPTE shall receive a \$500.00  
D. Per Diem employees which have been identified by UPTE shall receive a one-time lump sum of \$200.00  
(\*\*Names of the employees referenced above attached hereto as Exhibit "A"\*\*)  
\*\*\*Employees must be on paid status at the time of the payout\*\*\*

The amounts are non stackable.

**D. Time Keeping**

1. The provision for payment of overtime is contained in Article 13 – Sections J. The University respectfully declines to reopen the agreement to renegotiate this section and proposes the article as written and agreed upon by the Parties during negotiations for the

successor agreement which became effective August 8, 2019 apply to Scene Techs.

**E. Work Week**

1. Work week is governed by Section A of Article 13. The University respectfully declines to reopen the contract to renegotiate this section and proposes the article as written and agreed upon by the Parties during negotiations for the successor agreement which became effective August 8, 2019 apply to Scene Techs.

**F. Weekly Overtime**

1. The University proposes that as identified in the contract. Any Scene Tech who actually works in excess of forty (40) hours in a scheduled workweek receive compensation at one and one-half times (1 1/2x) their regular-straight time for all hours worked in excess of forty (40) hour scheduled workweek.

**G. Daily Overtime**

1. Scene Tech and Stage Helpers who actually work a scheduled shift of more than eight (8) hours or more than ten (10) hours for those individuals on a 4/10 schedule, shall receive overtime compensation at one and one-half times (1 1/2x) their regular straight-time

2. Scene Tech and Stage Helpers who work more than twelve (12) hours during a shift shall receive overtime compensation at two times (2X) their regular straight-time for all hours worked in excess of twelve (12) hours during that shift.

3. For the purposes of G.1. and G.2. above, a scheduled shift shall be considered any work periods beginning on the same calendar day, until the employee has been off pay status for not less than eight (8) hours.

4. The overtime provisions for UCB shall commence within thirty (30) days of the University receiving written confirmation that this Agreement has been ratified by UPTE.

**H. Consecutive Days Worked**

1. Consecutive days worked is governed by Section K of Article 13. The University respectfully declines to reopen the contract to renegotiate this provisions and proposes the article as written and agreed upon by the Parties during negotiations for the successor agreement which became effective August 8, 2019 apply to Scene Techs.

**I. Meal Periods**

1. Meal periods is governed by Section D of Article 13. The University respectfully declines to reopen the contract to renegotiate this provisions and proposes the article as written and agreed upon by the Parties during negotiations for the successor agreement which became effective August 8, 2019 apply to Scene Techs.

**J Rest Periods**

1. Rest periods are governed by Section E of Article 13. The University respectfully declines

to reopen the contract to renegotiate this provisions and proposes the article as written and agreed upon by the Parties during negotiations for the successor agreement which became effective August 8, 2019 apply to Scene Techs.

**K. Minimums**

1. The University respectfully declines to reopen Article 13 to incorporate UPTE's proposal for "Minimums". The conceptual agreement applies to the application of Article 13 to the Scene Techs. Article 13 does not include a "Minimums" section.

**L. General Provisions**

1. General Provisions of Article 13 are governed by Section L.

**TENTATIVE AGREEMENT**

DATE: June 14, 2022

University of California

UPTE

Kevin Young

A handwritten signature in black ink, appearing to read 'DR Russell', written in a cursive style.

Dan Russell

## Scene Technician and Stage Helper Hours of Work Side Letter Appendix A

June 14, 2022

- 1) 10 Employees with career appointments shall receive two thousand dollars (\$2,000)

AMBROSE, DAVID

ARTIS, RICKY

BRAGG, MICHAEL L

OTT, MATHISON

CLEAR, CHARLES

PARKS, JOSEPH V

HEULE, JACOB F

HAYCOCK, ROBERT

MENSCH, MARK

SICHELSCHMIDT, JORG PETER

- 2) 6 employees with per diem appointments shall receive one thousand dollars (\$1,000) each

COLEMAN, SEAN

MASCORRO, ALEXIS

STICKLES, MICHAEL C

SPAULDING, JEFFREY

ARAI, HIDEKAZU

JENKINS, THOMAS ANTHONY

- 3) 7 employees with per diem appointments shall receive five hundred dollars (\$500) each

SCHNEIDER, COLIN M

GARAHAN, SEAN R

HOPKINS, PAUL

RAVEH, ORLY

ABRONE, KENNETH

TAYLOR, DAVID

CAMPBELL, VERONICA

- 4) All remaining employees with per diem appointments shall receive two hundred dollars (\$200) each

RAMIREZ,MINERVA

CROUSNILLON,ALEXIA

TANIKAWA,MICHIHIRO

LUKAS,ALEXANDER SCOTT

PLATT,YAEL

COX,TRISTAN

FLAMENCO BOLTS,NADIA IRENE

KENNEDY,CALM STORM

KINROSS,COLIN MICHAEL

MEBANE,SEAN PATRICK

NAGEL,JACOB OTTO

ROGERS,DAVID THEODORE

STILWELL,PRAIRIE JANE

ABEL,JEREMIAH KEVIN

DEPOL,GRAY MORGAN

DANIELS,MICHAEL ANDREW

GARZA LOPEZ,JUAN R

GOODE,JAIME DYLAN

MILLER,NEIL

DUDAS,JORDAN REESE

SCHMIDT,ETHAN JEFFREY

KIM,HALIM

BOSCH,KATHRYN ELIZABETH

CRANE,ADRIANNE EWING

NAVARRO,DANIEL JAMES

HUTCHINSON,NEIL PATRICK

AHAZIE,SARAH CHIMDINSO

RAJESHMOHAN,RAKSHA

GONZALEZ,IVAN ANDRES