Climate Change: Bargaining for Our Members and the Common Good

Table of Contents

I. Intro – Purpose of This Memo
II. Labor/Management Committees Promoting Sustainable Workplace Practices
    A. Local USWW
    B. Local 26
III. Bargaining Benefits that Reduce Emissions and Hold Employers Accountable to Emission Reduction Goals
    A. Local 721 Green@work Program
IV. Bargaining for the Common Good
    A. Local 509
    B. Green Work Environment - We demand the company provide a safe and healthy workplace for employees and use materials that contribute to a healthy and sustainable ecological environment.
    C. Environmental Impact - We demand that the city issue a report on the impact a contract will have on the local economy and the environment prior to entering into the contract.
    D. End Fossil Fuel Subsidies - We demand that the city and state stop providing subsidies to companies that rely on fossil fuels as a core component of their business model.
    E. Eco-Friendly Commuting - We demand that the city increase the amount of available time off to employees who bike, carpool, or use public transit to get to work.
    F. Green Transit - We demand that the Canada post office transition the fleet to 100% renewable energy and retrofit Canada Post office buildings for energy efficiency.
    G. Vacancies to Community Gardens - We demand that the city transform vacant publicly owned land to community gardens.
    H. Additional Ideas for Locals Representing City and County Governments -
V. Disaster Preparedness
    A. Labor-Management Committees Disaster Preparedness -
    B. Information Supplied by Employer -
    C. Union's Right to Protect its Members -
    D. Hours of Work and Leave
    E. Safety Coordinators
VI. Heat Bargaining Language Examples
    A. Breaks, Hydration and Early Dismissal
    B. Heat Relief and Cool-Down Periods
    C. Heat Stress Training
    D. Heat Prevention Labor-Management Committees
    E. Heat Illness Prevention
    F. Resources

Intro – Purpose of This Memo

One of the major tools employees have to create a safer working environment and gain benefits is bargaining. This document is intended to be used as a guide for locals who are interested in climate related bargaining for their members. This memo holds examples of bargaining language from other SEIU locals and others on topics such as Sustainable Workplace Practices, Reducing Emission, Bargaining for the Common Good, and Disaster Relief. For any further information or questions you can contact Jon Barton at jon.barton@seiu.org.

Labor/Management Committees Promoting Sustainable Workplace Practices

Bargaining for Sustainable Workplace Practices is one of various ways to give workers power and ensure access to a safe workplace.

Local USWW

Labor-Management Committee On Sustainable Building Practices Not later than sixty (60) days following ratification of this Agreement, the Employer and the Union shall establish an industry-wide Labor-Management Committee tasked with creating recommendations for a set of best practices in the area of building sustainability. Specifically, the committee will review current practices and develop recommendations in the areas of recycling, green cleaning, water conservation, and energy efficiency. Committee discussions and recommendations shall be limited to those tasks which fall within the purview of the janitorial workforce. It is believed that by working together, we can address the growing need for building sustainability practices while enhancing the skill level of the workforce.

The Labor-Management Committee shall include Employer representatives, Union leadership, and members of the Union. Qualifications for participation in the Labor-Management Committee shall include, for Employer and Union representatives, familiarity and experience with the BSP/USGBC Green Janitor Certification program, and for members of the Union, successful completion of the BSP/USGBC Green Janitor Certification program.

Building Skills Partnership (BSP) will be tasked with coordinating this Labor Management Committee. The Employer and the Union will forward the names and contact information for their respective Labor Management Committee members to a point person designated by BSP. Leadership Training and Education Funds shall be used to provide the resources to implement this work, subject to the BSP/LTEF Service Agreement.

Local 26

Labor-Management Committee: A labor-management committee shall be established for the industry between SEIU #26 and the companies participating in the MSPCCA bargaining group. The Union and the MSPCCA shall each appoint six individuals to serve on this committee, which appointments shall not regularly change from one meeting to the next. The committee

shall meet quarterly (or otherwise as mutually agreed) to review issues presented by the parties. The committee shall not function to hear or resolve specific disputes but instead shall function to discuss broad industry issues. An agenda of those subjects shall be established in advance of each meeting. The committee may establish subcommittees to work on specific issues.

The parties agree that reduction in energy usage, and reduction in waste is a shared goal. To achieve these ends, the company and the union agree to initiate a discussion on these topics at the LaborManagement Committee. The Federal Mediation and Conciliation Service shall be invited to work with the parties in this process.

Ad Hoc Committee: The Company and the union will establish an Ad Hoc committee. This committee shall consist of 3 voting representatives to be named by the Union and three to be named by the company.

a. Green chemicals & safe equipment: The committee will review the use of green chemicals. It is the responsibility of The Company to provide a safe and healthy workplace for employees, and is committed to work practices and the use of materials that contribute to a healthy and sustainable ecological environment. The Union supports these goals and will cooperate with the Company's efforts in this regard.
    i. The Company shall provide all PPE (Personal Protection Equipment) as recommended by Material Safety Data Sheets (MSDS). Employees shall use MSDS-compliant gloves, face masks and/or goggles (provided by the Employer) when required by the assigned work task. In addition, the Employer shall provide training to employees on the use, mixing and storage of cleaning chemicals. No employee shall be required to perform any work under dangerous conditions, and a failure to perform work under such circumstances, shall not be considered a cause for discharge or discipline.
    ii. The Company shall furnish cleaning supplies in sufficient quantity and maintain all equipment in such state of repair as is required to perform the work assigned.
    iii. The Employer shall make every effort to use only green, sustainable cleaning products where possible.

The employer will agree to fund a new labor management cooperation fund (LMCF), jointly established between the employers participating in the MSPCCA and the Union. The contribution will be made on a lump sum basis, according to employee headcount, with the total contribution estimated according to $0.01 per hour worked in year two of the agreement and $0.01 per hour worked in year three of the agreement (payments shall be remitted quarterly, or at the end of the calendar year at the discretion of the employer.)

Bargaining Benefits that Reduce Emissions and Hold Employers Accountable to Emission Reduction Goals

Reducing emissions through efforts that directly benefits members now, as well as mitigating climate change in the long-term.

Local 721 Green@work Program

The parties agree that during the life of this contract they will actively cooperate in the development and implementation of solutions to the problems of energy waste, air pollution, and congestion created by employee use of motor vehicles. This mutual effort shall include, but not be limited to, producing incentives for the use of car-pools and public transportation.

During the term of the MOU the parties agree that the County will implement the provisions of the Commuter Benefit Plan (August 20, 2009, Proposal).

A Green@Work joint labor management committee will be convened within 60 days following approval of the MOU by the Board of Supervisors. The CEO shall designate five representatives and Local 721 will designate five (5) representatives to participate in the committee. The purpose of convening the joint labor management committee is to review current efforts to provide employees with opportunities to reduce commuting times and cons participation, use of incentives for employees to utilize public transportation and other forms of ridesharing, and expansion of alternative work schedules.

The County and SEIU Local 721 agree that the Green@Work Joint Labor Management Committee will include as its mission a review of current efforts to provide employees with opportunities to reduce commuting times and consider ways to strengthen these efforts, opportunities, expansion of TeleWork participation, use of incentives for employees to utilize public transportation and other forms of ridesharing, and expansion of alternative work schedules.

The County will advance to the Green@Work Joint Labor Management Committee $300,000 each year of the term of this agreement only. These funds shall be used for the specific purpose of maximizing direct financial rideshare subsidies for employees, and enhancing alternative transportation systems, such as shuttle services, van pools, car pools, bicycle parking, other transit services and Guaranteed Ride Home services.

The Green@Work joint labor management committee will submit recommendations to the Chief Executive Officer and to the SEIU Local 721 Bargaining Policy Committee. The County will make every effort to implement those recommendations that have joint approval as soon as fiscally and administratively possible.

Bargaining for the Common Good

Bargaining for the Common Good, is community and union members partnering with a long-term vision for the structural changes they want to see in their communities using bargaining as the winning tool. Some of the key elements essential to BCG are: addressing structural issues, centering racial justice, strengthening internal organizing and membership, and engaging community partners on the ground. Examples of language in contracts include:

Local 509

1. We demand that the Commonwealth create a Transit Benefit Plan that provides free Public Transportation for every county employee and all consumers of county services
2. The Commonwealth agrees to take steps to reduce the need for state employees to drive their cars to work. This could be done by: providing shuttle buses to and from key points subsidizing the cost of public transportation, promoting work from home options, Etc. Immediately provide free or subsidized T/RTA passes for union Members
3. The Commonwealth agrees to set targets for state buildings to become "net-zero" greenhouse gas emitters by the year 2030. Or: The Commonwealth agrees to transition 100% of the energy supply for state buildings to renewable energy (solar/wind) by 2025.
4. The Commonwealth agrees to the following: Immediately establish a process to evaluate state buildings for energy usage, energy sources, with the union participating in this process. Establish a committee including experts in the field, selected by the union to monitor and set targets. Prioritize buildings deemed particularly problematic. Provide sufficient resources for this process and; Agree that any work performed to accomplish these goals is to be done by union labor

Green Work Environment - We demand the company provide a safe and healthy workplace for employees and use materials that contribute to a healthy and sustainable ecological environment.

-- SEIU Local 26

Environmental Impact - We demand that the city issue a report on the impact a contract will have on the local economy and the environment prior to entering into the contract.

-- Southern California Public Service Workers, SEIU Local 721

End Fossil Fuel Subsidies - We demand that the city and state stop providing subsidies to companies that rely on fossil fuels as a core component of their business model.

-- Florida Public Services Union, SEIU Local 8

We demand that the Commonwealth stop providing subsidies to companies that rely on fossil fuels as a core component of their business model.

-- SEIU Local 509

Eco-Friendly Commuting - We demand that the city increase the amount of available time off to employees who bike, carpool, or use public transit to get to work.

-- Florida Public Services Union, SEIU Local 8

Green Transit - We demand that the Canada post office transition the fleet to 100% renewable energy and retrofit Canada Post office buildings for energy efficiency.

-- Canadian Postal Workers Union

Vacancies to Community Gardens - We demand that the city transform vacant publicly owned land to community gardens.

-- Florida Public Services Union, SEIU Local 8

Additional Ideas for Locals Representing City and County Governments -

- Retrofit public buildings for energy efficiency and disaster resilience
- Immediately transition to renewable energy vehicles for public buses, transit and car fleets, which could achieve that critical 1.5 degrees Celsius target
- Plant trees and expand parks and bike infrastructure
- Fund and expand public transit
- Reduce carbon emissions in food procurement by public agencies by encouraging local, real food, and reducing meat
- Funds for wildfire response and prevention, including forestry, strengthening oversight of utility regulators, and firefighters, all of which are carried out by public workers. Since wildfires are both the consequences of climate change and the cause of more accelerating carbon emissions, the state government needs greater investments in rapid response.

Disaster Preparedness

The coronavirus pandemic has shown us the inequalities in our communities, primarily as a result of political and economic systems, and gives us a picture of the devastating global impact we could all face as climate disasters augment. The language below highlights opportunities for us to reimagine how to best respond to this and future crisis.

Labor-Management Committees Disaster Preparedness -

The Labor-Management Disaster preparedness and response committee shall have the authority to make recommendations to the emergency planning department to modify existing facility plans, based on lessons learned from prior events at this or other similar facilities.

Adapted from SEIU Local 1991

The Employer and the Union shall establish a Labor/Management Emergency Response Committee. The committee shall be composed of an equal number of representatives appointed by the Employer and the Union and shall be co-chaired by a Union and an Employer. The general responsibility of the committee will be to promote safe and effective disaster preparedness..

Sample Language

Information Supplied by Employer -

The Employer will provide the Union with a copy of all facility disaster preparedness and response plans, including personnel policies and administrative rules and regulations that are applicable to the bargaining unit roles in the plans

Adapted from SEIU Local 1991
Work Assignments

Union's Right to Protect its Members -

The local union shall be involved annually, in the facility's

- Review of the risk assessment and emergency plans, in risk assessment and emergency plan reevaluations and update, including lessons learned after specific emergency events.
- Review of policies and procedures based on the emergency plan and risk assessment and any revisions to these policies and procedures.
- Review emergency preparedness communication plan and in emergency preparedness communication plan reevaluations and update.
- Review of emergency preparedness training and testing programs, including drills and exercises to test the emergency plan and any revisions to training and testing programs, drills and exercises.

Sample Language

Hours of Work and Leave

Catastrophic Leave - Emergencies
If the District Superintendent/President or his/ her designee orders the campus evacuated or any part thereof evacuated in response to an emergency, unit members shall not suffer a loss of pay during the period of such evacuation but shall remain available for immediate return to work after clearance for return to the work station for the remainder of their work shifts.

California School Employees Association
Santa Monica Community College District Chapter,
American Federation of Teachers

Pay for Unplanned Workplace Shutdown Due to Disaster/Emergency
In the event employees arrive to work as scheduled, but find their workplace shutdown, these employees will be paid for the full shift.

Sample Language

Catastrophic Leave - Natural Disaster
Upon request of an employee and upon approval of a department director or designee, leave credits (vacation, personal leave, annual leave, personal day, and/or holiday credit) shall be transferred from one or more employees to another employee, in accordance with departmental policies, under the following conditions: when the receiving employee faces financial hardship due to the effect of the natural disaster on the employee's principal residence;

SEIU Local 1000

Disaster/Emergency Vacation Donation
Management will establish a policy that permits bargaining unit employees to donate their accrued vacation time to other employees who are on 'disaster /emergency leave,' as affected parties or as volunteers.

Sample Language

Safety Coordinators

Each site shall have a Safety Coordinator selected by the site administrator from among volunteers. The Safety Coordinator shall receive compensation in an amount equal to 2.2 Role and Recompense Units (Appendix B5). 5.6.2 The duties of the Safety Coordinator shall include working with the site administrator and faculty to insure implementation of the District Disaster Preparedness Master Plan.

California School Employees Association
Santa Monica Community College District Chapter,
American Federation of Teachers

Heat Bargaining Language Examples

According to recent research, average temperatures will continue to rise and longer, more intense heat waves can be expected during summertime. Currently, there is no Federal heat rule, and although there are several states and cities that have a Heat Illness Prevention standard there is an inconsistency across the board. Creating and passing legislation at all levels of government that protect indoor and outdoor workers from heat illness is critical. At the same time employers must be held responsible for the safety and wellbeing of their employees as temperatures continue to rise. As cities, municipalities, and states move towards developing heat standards we must push for the protection of workers through bargaining.

Breaks, Hydration and Early Dismissal

"The Company agrees that when the temperature and humidity in the plant reach a level that the comfort and health of the employees is in question, the Company will meet with the committee to discuss and attempt to agree on a course of action. Such action may include the

extension of increase in the number of breaks, the providing of refreshments, and in extreme cases the opportunity for employees to leave work early."

Canada Auto Workers Local 1986 and Crowe Foundry, Ltd , 2001-2004

"The Employer shall hourly monitor heat and humidity conditions in the Distribution Center… If the Heat Index exceeds 100 for more than one (1) hour then the distribution center will shut down and employees will be sent home under the Interruption of Operations 'Act of God' provisions of this agreement."

International Longshore and Warehouse Union Local 26 and Rite Aid, 2017

"When the official temperature reaches 95.0°F. (35.0°C.), the following procedure will Apply: The official temperatures will be taken from two (2) thermometers in locations chosen by the Joint Health and Safety committee. Each existing break will be lengthened by ten (10) minutes until such time as the temperature reading is below 95.0°F. (35.0°C.)."

UNITE Local 314 and Tiercon Industries, Inc. Plastics Division, 2003 – 2006

"Should the temperature in an employee's work area exceed 38 degrees Celsius [100.4 F], using a Humidex Scale, with an appropriate method of measurement, an employee will be allowed additional rest periods or breaks. The Company will excuse an employee from work, under these conditions, because of heat sickness, in the same manner as any other employee who suffers an illness at work. The Company will continue to follow its current practice in this regard. At 45 degrees Celsius, the department Supervisor, Company Health & safety and Union Co-chair shall determine the appropriate level of action required."

Unifor Local 1941 and Autoliv Canada, 2020 – 2023

"The Employer shall provide at no cost to employees electrolyte-based liquids throughout the workplace during the months of May, June, July, August, September and October and at other times as determined by a union-management hazard assessment. This includes time to consume liquids and rest, to prevent dehydration. In addition, the Employer agrees to provide and maintain air-conditioned break areas/rooms, cooling fans and local exhaust ventilation at points of high-heat production."

United Steel Workers model language, 2023

<u>Heat Relief and Cool-Down Periods</u>

"A heat illness preventative cool-down recovery period of no less than five (5) minutes shall be made available for employees working in high heat conditions in order to prevent heat illness. Employees believing a preventative cool-down recovery period is needed to avoid heat illness or suffering from heat illness shall be provided access to an area with shade that is either open to the air or provided with ventilation or cooling. Such access to shade shall be permitted at all times. Cooling measures other than shade (e.g., use of misting machines) may

be provided in lieu of shade if the Individual Employer can demonstrate that these measures are at least as effective as shade in allowing employees to cool.

Employees should not discount any discomfort or symptoms they are experiencing. They should immediately report any problems they are experiencing to a supervisor and coworker. Employees must notify their supervisors immediately if they believe they require access to shade, or alternative cooling measures and/or a preventative recovery period.

If an Individual Employer fails to provide an Employee a preventative cool-down recovery period in accordance with this Section, the Individual Employer shall pay the Employee one additional hour of pay at the Employee's regular rate of compensation, excluding fringe benefits, for each work day that a requested preventative recovery period is not provided. No employee shall be discriminated against for exercising his rights pursuant to this Section. Any dispute or grievance concerning meal, rest, and/or heat illness recovery periods shall first be processed under and in accordance with Article IX, Grievance Procedures."

AGC/Pile Drivers, Divers, Carpenters, Bridge, Wharf And Dock Builders Local Union #34 and Associated General Contractors of California,2014-2019

Heat Stress Training

"By April 1 of each year: Several people, chosen by the union, from each shift will be trained to conduct heat stress monitoring."

Unifor Local 4451 and Cooper Standard Automotive (Canada) Limited, Ontario, 2014

Heat Prevention Labor-Management Committees

"Within ten (10) days of ratification of this Agreement, an IBT/UPS Package Car Heat Committee will be created, consisting of three (3) individuals appointed by the Union and three (3) individuals appointed by the Employer, and shall meet to begin discussing appropriate methods for venting and insulating the package car cargo compartments. The Committee also shall identify potential venting and insulation solutions for evaluation and field testing, including, but not limited to, the installation of an insulation product on the floor of package car cargo compartments. By October 1, 2024, the Committee shall issue its determination as to an additional appropriate venting and/or insulation solution(s) to reduce the temperature in package car cargo compartments. Should the Committee be unable to agree by that date, the matter shall immediately be referred to the Union and Employer Chairs of the National Negotiating Committee for resolution."

National Masters United Parcel Service Agreement, 2023-2028

"The employer agrees to provide a safe and healthful work environment for all employees, and further agrees to make every effort to ensure optimum working conditions and to provide for

the highest standards of workplace sanitation, ventilation, cleanliness, light, noise control, adequate heating and air conditioning, and health and safety in general…"

SEIU model

"The employer shall provide a heated waiting room in which drivers may wait, and/or inside men may change their clothes, in every garage where it is practically possible"

NYC Taxi Drivers/SEIU

"The state agrees to restrict, insofar as possible, the scheduling of routine outdoor maintenance work where the ambient outdoor temperature is zero degrees or below... scheduling routine outdoor maintenance work during periods of extreme wind chill or extreme heat should be carefully evaluated to avoid exposure... to the possibility of frostbite or hypothermia, or... heat exhaustion... Where such work does occur, supervisors and employees should be made aware of the impact of working under such conditions and... informed as to how to protect themselves-join the effects of such exposure."

CSEA & NY State Operational Services Unit

"The employer shall provide a workplace with sufficient ventilation, heat and air conditioning to create comfortable work conditions."

CSEA\AFSCME Local 1000 model

<u>Heat Illness Prevention</u>

"The Employer shall monitor environmental conditions as close to the individual worksite as possible, including a daily check of the US National Weather Service or use of the OSHA.gov or similar source of temperature data. The Employer shall:

1. Provide each building with an adequate amount of potable drinking water sufficient for the number of employees working on each shift.
2. Provide, on a one-time basis, to each regular package car driver a one-gallon durable insulated container, who has not received an insulated water jug from the Company.
3. Provide each building with an adequate number of ice machines sufficient for the number of employees working on each shift, which are maintained in good working order, clean, and in sanitary condition or have ice delivered and available.
4. Train employees to report heat-related symptoms and request emergency assistance.
5. Designate one or more employees in each building per shift, who are dedicated to heat-related injury and illness prevention and who are authorized to call for emergency medical services. Other employees shall be able to call for emergency services when no designated employee is available.

6. Provide a graduated workload to new Employees for purposes of acclimatization for the first five (5) to seven (7) working days and monitor for signs and symptoms of heat injury and illness.
7. Install additional (minimum of 18,000) fans to improve air circulation throughout the buildings during the 2023-2028 CBA.
8. Install additional (minimum of 2,500) water fountains throughout the buildings during the 2023- 2028 CBA.
9. Allow overhead doors to be opened, where security and weather conditions allow, to induce cross ventilation.
10. Monitor employees for heat-related illness and injury.
11. Communicate heat related injury and illness events during the pre-shift communication (PCM) meetings to review prevention steps.
12. Identify areas that can be used for shade or cool zones.
13. Employees shall be allowed to follow best practices as outlined in the employer's heat stress training."

National Masters United Parcel Service Agreement, 2023-2028

Resources

- Negotiating Contract Language on Health & Safety: A Union Guide to Planning, with Sample Clauses
- Bargaining Language: Worker and Union Rights
- Protecting Workers In Hot Environments
- NACOSH Heat