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SANTA BARBARA • SANTA CRUZ

OFFICE OF THE ASSOCIATE VICE PRESIDENT
HUMAN RESOURCES AND BENEFITS

OFFICE OF THE PRESIDENT
300 Lakeside Drive
Oakland, CA 94612-3550

April 14, 2008

Ms. Amatullah Alaji-Sabrie
Chief Negotiator
CUE
2855 Telegraph Ave., Suite #302
Berkeley, CA 94705

RE: University's Goals for Successor Clerical Unit (CX) Negotiations

Dear Amatullah:

Pursuant to Article 6, Duration, of the current CX contract between the Coalition of University Employees (CUE) and the University, this letter shall serve as the University's written proposals for the upcoming successor negotiations. CUE and the University agreed to delay the exchange of written proposals from March 1, 2008 to April 14, 2008. The list below identifies the articles in which the University intends to propose modifications and, consistent with the interest-based approach describes the conceptual changes that the University intends to propose.

Article 1 – Access

- Consider revising obligation to print contracts to reflect widespread access to contract on web
- Explore possible revisions to formula for release time for bargaining
- Explore possible changes to provisions regarding release time for travel to and from bargaining

Article 2 – Agreement

- Explore alternative dispute resolution process for contested reclasses that balances UC's need to appropriately classify work and CUE's interest in maintaining bargaining unit work

Article 3 – Arbitration & Article 7 – Grievance Procedure

- Consider revisions geared to expediting resolution of grievances at lowest possible level and ensuring that parties participate meaningfully in the grievance process

Article 6 – Duration

- Negotiate a mutually beneficial agreement that promotes enduring and positive labor-management relationship; a multi-year agreement.

Article 10 – Hours of Work

- Clarify the operation of the consecutive days of work language.
- Clarify when the call back requirements are triggered.

Article 12 – Labor-Management Meetings

- Explore language that provides for release time for meetings but reflects University's legitimate need for adequate staffing.

Article 13 – Layoff and Reduction in Time

- Clarify language pertaining to process for volunteering for out of order layoffs to promote job security for interested employees while respecting CUE's role as exclusive representative.
- Clarify language on *notice period for indefinite layoff*.

Article 14 – Leaves of Absence

- Clarify language regarding requirement to exhaust all vacation accruals prior to commencement of unpaid FMLA.
- Add new language regarding the expansion of FMLA benefits.

Article 17 – Military Leave

- Update language to reflect University's policy on supplemental military leave.

Article 21 – Nondiscrimination in Employment

- Update language to reflect proposed changes to University policy.

Article 25 – Payroll Deductions

- Consider language that reflects CUE's right to request changes to dues and fee structures while *adequately compensating University* for processing payroll deductions on CUE's behalf.

Article 27 – Personnel Files

- Consider amendments that reflect University concern with ability to retain evidence of discipline for serious misconduct while *recognizing employee's interest in expunging old infractions*.

Article 30 – Reduced Fee Enrollment

- Clarify language on who is eligible for this benefit.

Article 31 – Rehabilitation / Reasonable Accommodation

- Update language to accurately reflect the University's legal obligations in cases of reasonable accommodation.

Article 38 – Training & Development

- Reduce ambiguity in current language to ensure that employees are aware of the scope of *reduced fee enrollment benefit*.
- Explore revisions that furthers common interest in a well-trained and mobile workforce.

Article 40 – Travel Reimbursement

- Streamline language to be consistent with *University policy*.

Article 41 – Uniforms

- Consider revisions that would help University meet its operational needs with respect to employee appearance balanced by the employee's interests.

Article 42 – University Benefits

- Consider creation of two separate articles, one for health and welfare benefits and the other for retirement benefits.

Article 43 – University Policies

- Update references to University policies.

Article 44 – Vacation (Campus Closure)

- Consider addition of formula for determining whether and on which days to close operations during the traditional December closure periods.

Article 45 – Wages

- Explore possible increases to salaries in accordance with the State Budget allocation for staff salaries.

Appendices and Side Letters

- Update LBNL side letters and appendices as necessary.
- Remove/update other appendices/side letters as appropriate.

The University does not have any initial proposed changes in the following articles and therefore proposes that these articles remain as current contract language:

Article 4 – Catastrophic / Compassionate Leave
Article 5 – Corrective Action / Discipline and Dismissal
Article 8 – Health & Safety
Article 9 – Holidays
Article 11 – Indemnification
Article 15 – Management Rights
Article 16 – Medical Separation
Article 18 – Moving Expenses
Article 19 – Multiple Appointments
Article 20 – No Strikes
Article 22 – Out-of-Classification Assignment
Article 23 – Parking
Article 24 – Past Practice Not Covered By Agreement
Article 28 – Positions / Appointments
Article 29 – Probationary Period
Article 32 – Resignation / Job Abandonment
Article 33 – Respectful, Fair Treatment
Article 34 – Severability
Article 35 – Shift Differential
Article 36 – Sick Leave
Article 37 – Subcontracting
Article 39 – Transfer / Promotion / Reclassification
Article 46 – Waiver
Article 47 – Work-Incurred Injury or Illness
Article 48 – Work Rules

In addition to the changes outlined above, the University reserves its right to make additional proposals during the normal course of bargaining in response to proposals made by CUE or in response to changed circumstances.

Should you wish to further discuss the above or other matters please do not hesitate to give me a call.

Ms. Amatullah Alaji-Sabrie
CUE Chief Negotiator
April 14, 2008
Page 4 of 4

Sincerely,

A handwritten signature in black ink, appearing to read 'P. Chester', with a long horizontal flourish extending to the right.

Peter Chester
Assistant Director

cc: Executive Director Pripas
University Labor Relations Consultant Donnelly
Labor Relations Managers
Management Core and Resource Bargaining Teams