



OFFICE OF THE ASSOCIATE VICE PRESIDENT  
HUMAN RESOURCES AND BENEFITS

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

*Via Electronic Mail and U.S. Mail*

February 11, 2008

Mr. Kevin Rooney, Chief Negotiator  
UPTE – CWA, Local 9119  
2510 Channing Way, Suite 11  
Berkeley, CA 94704

RE: UC's Intentions in the Upcoming RX and TX Successor Negotiations

Dear Kevin:

Pursuant to Article 9 – Duration of Agreement, of the current RX and TX agreements between the parties, this letter shall serve as the University's conceptual initial proposals for the upcoming round of successor negotiations for both the RX and TX units. We are in receipt of UPTE's list of initial proposals dated February 9, 2008. The following list identifies the conceptual changes that the University intends to propose for both the RX and TX bargaining units.

Article 1 – Access

- Discontinue printing of contract and provide it electronically.

Article 2 – Agreement

- Update effective date.
- Abolish titles not in use at particular locations.
- Establish titles for use at particular locations.

Article 4 – University Benefits

- Create two unique articles, one for Health and Welfare benefits and the other for retirement benefits.
- Update the enumeration of benefits.

Article 5 - Campus Closure

- Add formula for determination of closures during traditional December shutdowns.

Article 6 – Compensation

- Provide salary increases in accord with the State Budget funding for salaries.
- Reduce number of steps for selected titles.

Article 9 – Duration

- Multi-year agreement.
- Update language regarding automatic extension of current contract if no proposed changes by the prescribed deadline.

Article 10 – Grievance Procedure

- Codify current practice of sending Step 3 responses to individual who filed the grievance as well UPTE's systemwide President.

Article 16 – Layoff and Reduction in Time

- Remove provisions that refer to reduced severance with preference and recall rights.
- Extend provisions of severance plan.

Article 17 – Leaves for Union Business

- Modify language regarding denials of requested leave, requests for reductions in time and applicability of general provisions.

Article 18 – Leaves of Absence

- Clarify language regarding requirement to exhaust all vacation accruals prior to commencement of disability payments.
- Clarify language regarding use of CFRA/FMLA following pregnancy disability leave.
- Update language regarding definition of health care provider in accordance with FMLA.
- Update language regarding changes to FMLA for caregiver of an injured member of the armed services.

Article 28 – Payroll Deductions

- Increase administrative fees for processing and payment of dues and fees deductions.

Article 30 – Personnel Files

- Remove limitation for period of disciplinary actions to remain in personnel files for particular types of offenses.

Article 33 – Reasonable Accommodation

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

Article 34 – Release Time for Bargaining

- Add language requiring UPTe reimbursement of paid release time for its bargaining team members once the contract has expired.

Article 41 – Transfer/Promotion/Reclassification

- RX contract only - clarify process for review of SRA Is.

Article 45 – Work-Incurred Injury or Illness

- Clarify Extended Sick Leave (ESL) provisions to limit take home pay to no more than 100% of original pay plus shift differentials.

Appendices and Side Letters

- Incorporate LBNL side letters and appendices into the related article(s).
- Incorporate provisions for UCSC Principal Telescope Technicians into the related article(s).
- Correct errors in On-Call Rates shown in printed Appendices (i.e. UCSF 9602 should be 25% and shows as 0.25.)
- 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 3 – Arbitration Procedure

Article 7 – Corrective Action, Discipline and Dismissal

Article 8 – Development and Training

Article 11 – Health and Safety

Article 12 – Holidays

Article 13 – Hours of Work

Article 14 – Indemnification  
Article 15 – Labor Management Meetings  
Article 19 – Management Rights  
Article 20 – Medical Separation  
Article 21 – Military Leaves  
Article 22 – Moving Expenses  
Article 23 – Multiple Appointments  
Article 24 – No Strikes  
Article 25 – Nondiscrimination in Employment  
Article 26 – Out-of-Classification Assignments  
Article 27 – Parking  
Article 29 – Performance Evaluation  
Article 31 – Positions  
Article 32 – Probationary Period  
Article 35 – Resignation/Job Abandonment  
Article 36 – Respectful and Fair Treatment  
Article 37 – Severability  
Article 38 – Shift Differential  
Article 39 – Sick Leave  
Article 40 – Subcontracting  
Article 42 - Travel Reimbursement  
Article 43– Vacation  
Article 44 – Waiver  
Article 46 – Work Rules  
Article 47 – Uniforms (TX Unit Only)

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 UPTE 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.

Sincerely,

A handwritten signature in black ink, appearing to read "S. Nielsen". The signature is fluid and cursive, with a large initial "S" and a stylized "Nielsen".

Shelley L. Nielsen  
Assistant Director - Labor Relations

cc: UPTE President Kalmijn  
University Labor Relations Consultant Buenconsejo  
UC Bargaining Team