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SANTA BARBARA • SANTA CRUZ

OFFICE OF THE SENIOR VICE PRESIDENT —
BUSINESS AND FINANCE

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

October 2, 2003
Sent via facsimile and US Mail

Mr. Craig Merrilees
80 Grand Ave.
3rd Floor
Oakland, CA 94612

Dear Craig:

UC has received notice from the United Auto Workers (UAW) that it intends to enter into a one-day strike tomorrow, October 3, 2003. As I am sure you realize, the UC-AFSCME contracts contain No Strikes Articles that specifically prohibit sympathy strikes. I trust that AFSCME will abide by its agreements with the University, as you have in the past, and will not give organizational support to the UAW's unlawful action. If necessary, I trust that you will instruct the employees you represent to refrain from engaging in a sympathy strike.

As a matter of information to you, UC intends to fully uphold the letter and spirit of the no strikes provision and will consider pursuing any and all legal remedies if that provision is violated. Please note that PERB has held that "sympathy strikers" stand in the same shoes as the primary strikers. Therefore, sympathy strikers who support an unlawful strike are engaged in unlawful and HEERA-unprotected activity. The University will presume absences from work during the strike period are strike related, and authorization for an absence from work during the strike period may not be given. Employees who are absent from work without authorization on October 3, 2003, may face the possibility of disciplinary action for cause.

Additionally, UC maintains that the UAW strike will be an unlawful attempt to put pressure on the University during negotiations. If the UAW does strike, it will do so before the parties complete the negotiating process. PERB has consistently held that strikes undertaken before completion of negotiations, including the mandatory statutory impasse procedures, presumptively violate the duty to bargain in good faith. The UAW's attempt to justify its intended strike action by claiming that the strike is an unfair practice strike is an egregious misrepresentation of the facts. The University of California is confident that the results of a PERB hearing will determine that the University has not engaged in bad faith bargaining practices.

Mr. Craig Merrilees

October 2, 2003

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Please contact me if you have any questions regarding this matter.

Cordially,

Gayle Cieszkiewicz
Executive Director, Labor Relations Operations

cc: Associate Vice President Boyette
Executive Director Neff
UC Negotiators
University Counsel Opton
Chief Human Resource Officers
Labor Relations Managers