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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  
(Via Facsimile & U.S. Mail)

Mr. Joe Lindsay  
UC Director  
California Nurses Association  
2000 Franklin Street, #300  
Oakland, CA 94612

Dear Joe:

The University of California has received notice that the United Auto Workers (UAW) intends to engage in a one-day strike tomorrow, October 3, 2003.

As a responsible representative of the University's Registered Nurses, I remind you that we have a contract in place, which contains a No Strikes Article. This article states:

“...there shall be no strikes, stoppages or interruptions of work, or other concerted activities which interfere directly or indirectly with University operations during the life of this Agreement or any written extension thereof. The Association, on behalf of its officers, agents, and members, agrees that it shall not in any way authorize, assist, encourage, participate in, sanction, ratify, condone, or lend support to any activities in violation of this Article.”

Therefore, to the extent you encourage or in any way authorize the University's Registered Nurses to participate in a sympathy strike in support of the UAW, please be advised that you will have willfully violated the No Strikes provision of the UC-CNA Agreement, which is a breach of contract. Please be further advised 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 an unprotected and unlawful activity.

The University of California firmly maintains that the strike planned by the UAW is unlawful. As you may be aware, the UAW strike will occur before the UC and the UAW have completed the HEERA negotiation process, including the mandatory statutory impasse procedures. PERB has consistently held that strikes before completion of the entire negotiation process, including the impasse procedures, presumptively violate the duty to bargain in good faith. The UAW attempts to justify its action by claiming its strike is an unfair practice strike. However, the UAW has grossly misrepresented the facts regarding the parties' negotiations. The University of California is confident that the results of a PERB hearing will establish that the University has not engaged in bad faith, and that the UAW is undertaking the strike for the sole purpose of achieving its bargaining objectives.

The University expects CNA to abide by the letter and spirit of the No Strikes Article in the UC-CNA contract. University nurses at any location, who engage in any strike against the University in violation of the contract, and particularly in the unlawful October 3, 2003 strike called by the UAW, face the possibility of disciplinary action, in accordance with the provisions of Section B., of that Article. If some UC nurses do strike, we expect CNA to take the affirmative actions required by Section C. of the No Strikes Article to bring the nurses into compliance with our Agreement. If CNA does not fully uphold the letter and spirit of the No Strikes Article, UC may pursue any and all legal remedies.

**Mr. Joe Lindsay**

October 2, 2003

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Please contact me if you have any questions regarding the University's position in this matter.

Cordially,

Gayle Cieszkiewicz  
Executive Director - Labor Relations

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