



OFFICE OF THE SENIOR VICE PRESIDENT —  
BUSINESS AND FINANCE

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

August 30, 2007

**Sent Via US Mail and Facsimile**

Jane McDonald, Director  
AFSCME 3299  
2201 Broadway  
Oakland, CA 94612

Debra Grabelle, Lead Organizer  
AFSCME 3299  
2201 Broadway  
Oakland, CA 94612

Dear Jane and Debra,

The University of California notices the American Federation of State, County and Municipal Employees, Local 3299 that it intends to engage in 2008 successor negotiations over the UC-AFSCME Service Agreement in the articles and provisions identified in this letter. The University reserves the right to modify or delete any proposal, and to respond to any proposal opened by AFSCME.

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The University proposes to maintain current contract language in the following Articles:

- Article 2 – Agreement
- Article 4 – Benefits
- Article 5 – Contracting Out
- Article 7 – Discipline and Dismissal
- Article 8 – Duration of Agreement
- Article 11 – Holidays
- Article 13 – Layoff and Reduction in Time
- Article 14 – Leaves of Absence
- Article 15 – Management Rights
- Article 16 – Medical Separation
- Article 18 – Moving Expenses
- Article 19 – Multiple Appointments
- Article 20 – No Strikes
- Article 21 – Nondiscrimination
- Article 24 – Past Practice not Covered by Agreement
- Article 25 – Payroll Deductions
- Article 26 – Performance Evaluation
- Article 33 – Severability
- Article 34 – Shift Differential

- Article 35 – Sick Leave
- Article 38 – Travel Reimbursement
- Article 39 – Uniforms
- Article 40 – Vacation
- Article 42 - Waiver
- Article 43 – Work-Incurred Injury or Illness
- Article 44 – Work Rules

The University will propose changes to the following articles, as listed below. Where changes are not proposed, the University proposes current contract language:

- Article 1 Access and Union Rights
  - Delete the University’s obligation to distribute contracts to each employee because they are readily available on the web.
  - Delete §N.5. This process is complete.
  - To clarify the union’s responsibility in informing management of their presence in University departments.
  - To clarify the union’s responsibility in §B.2 to continuously notice the University on any change to their designated representatives list.
  - To modify the provisions of reimbursed leaves in §O (Leave of Absence for Union Business) due to the number of requests received and the impact on operations.
  - To clarify that AFSCME pay the University for reimbursable leave time within a fixed period and establish a consequence if timely payment is not made.
- Article 3 Arbitration Procedure
  - To clarify the proper forms for the delivery of appeals to the University.
- Article 6 Development
  - Eliminate §A. This process is complete.
- Article 9 Grievance Procedure
  - To clarify the proper form of delivery of appeals.
  - To clarify that a complete citation of an alleged violation should include the specific article, sections and subsection numbers.
  - Housekeeping: clean up inaccurate cross-references
- Article 10 Health and Safety
  - Language regarding scheduling with other labor/management meetings under Article 17, §A.1.
  - Language regarding the number of employee and management participants.

- Article 12 Hours of Work
    - Clarify process for employee notice of preference for CTO.
  - Article 17 Miscellaneous
    - Clarify campus obligations regarding employee release time.
    - Language regarding scheduling labor/management meetings.
  - Article 22 Out-of-Class Assignments
    - Revise §A to include temporary reassignment to a different bargaining unit enabling departments to extend offers of training opportunities for career development.
    - Revise and clarify language regarding number of days in higher classification.
  - Article 23 Parking
    - Increases consistent with rates for non-represented
  - Article 27 Personnel Files
    - Language regarding the retention of records for employees who have engaged in specific forms of misconduct.
  - Article 28 Positions/  
Appointments
    - Revise §C to reflect the maximum for summer furlough.
  - Article 29 Probationary Period
    - Clarify §B maximum credit for limited appointment service.
  - Article 30 Reasonable Accommodation
    - Revise language to describe the interactive process
  - Article 31 Release Time for Negotiations
    - That AFSCME reimburse UC for the release time of its bargaining team members once the contract has expired.
  - Article 32 Resignation and Job Abandonment
    - In consideration of University operations, language regarding the number of days absent and the employee's response period to the voluntary separation.
    - Clarify the employee's responsibility in informing the Human Resource Department of any changes to his/her mailing address.
  - Article 36 Staffing Committee
    - Language regarding scheduling labor/management meetings.
    - Language regarding the number of employee and management participants.
  - Article 37 Transfer/Promotion
    - Eliminate §B.4. The information is available on every campus website and the FTP site.
  - Article 41 Wages
    - Increase wages consistent with State funding.
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Neither party has proposed to open the following articles. They are thereby excluded from the successor negotiations:

Article 18	Moving Expenses
Article 19	Multiple Appointments
Article 25	Payroll Deductions
Article 26	Performance Evaluation
Article 33	Severability
Article 42	Waiver
Article 43	Work-Incurred Injury or Illness

The University offers the following as possible bargaining dates in October for demand explanation:

October 4 – 5, AFSCME demand explanation  
October 9 – 10, UC demand explanation

I look forward to hearing from AFSCME soon about the scheduling of bargaining dates.

Sincerely,

Michelle Lee  
Assistant Director – Labor Relations

Cc: Executive Director Pripas  
Associate Director Glasscock  
Chief Human Resource Officers  
Labor Relations Managers  
Members of the University Negotiating Team – Service