



OFFICE OF THE ASSISTANT VICE CHANCELLOR- HUMAN RESOURCES
LABOR RELATIONS, 0921

9500 GILMAN DRIVE
LA JOLLA, CALIFORNIA 92093-0921

February 6, 2015

Carl Kimberlin
Business Manager
6366 Commerce Blvd. #346
Rohnert Park, CA 94928

RE: UCSD Initial Bargaining Proposals for Successor Agreement, UCSD and SETC

Dear Carl:

This letter will serve as the University of California, San Diego's notice of articles that we intend to open for successor bargaining with SETC-United. Please be advised that the University of California, San Diego reserves the right to add, modify, and/or delete proposals identified herein, to add proposals from articles and appendices other than those contained herein, and to make proposals and/or counterproposals to any article opened by SETC-United.

The University of California, San Diego's initial proposals are listed below:

Article 1-Recognition

UCSD proposes CCL

Article 2-Out of Classification Assignment/Classification Review

UCSD proposes CCL

Article 3-Definitions

UCSD proposes CCL

Article 4-Management Rights

UCSD proposes to clarify language. The actual proposal will be forthcoming.

Article 5-Nondiscrimination

UCSD proposes CCL

Article 6-Probationary Period

UCSD proposes changing probationary period to twelve (12) months.

Article 7-Positions & Appointments

UCSD proposes CCL

Article 8-Hours of Work

UCSD proposes standardizing workweek to Sunday to Saturday; changing notice of work schedule posting from ninety (90) to thirty (30) days in advance; clarification on clean up time. The actual proposal will be forthcoming.

Article 9-Overtime

UCSD proposes CCL

Article 10-Performance Evaluation

UCSD proposes to add clarifying language to define ‘disputes’. The actual proposal will be forthcoming.

Article 11-Promotions/Transfers

UCSD proposes CCL

Article 12-Holidays

UCSD proposes language requiring medical note; may propose changes to conform to UC PATH requirements.

Article 13-Sick Leave

UCSD proposes changing proof of illness from ‘may’ to ‘shall’ when pattern of abuse is confirmed; per side letter agreement, propose standardizing the Leave Accrual from Table to Factor. The actual proposal will be forthcoming.

Article 14-Vacation

UCSD proposes per side letter agreement, standardizing the Leave Accrual from Table to Factor. The actual proposal will be forthcoming.

Article 15-Military Leave

UCSD may propose changes to conform to current law.

Article 16-Leaves of Absence

UCSD may propose changes to conform to current law.

Article 17-Discipline and Dismissal

UCSD proposes deleting ‘oral reprimand’ from discipline; removing counseling memos from employee personnel file. The actual proposal will be forthcoming.

Article 18-Layoff & Reduction in Time

UCSD proposes CCL

Article 19-Unit Work

UCSD proposes clarifying language. The actual proposal will be forthcoming.

Article 20-subcontracting

UCSD proposes CCL

Article 21-Grievance Procedure

UCSD proposes procedure changes. The actual proposal will be forthcoming.

Article 22-Arbitration Procedure

UCSD proposes procedure changes. The actual proposal will be forthcoming.

Article 23-Health and Safety

UCSD proposes changes on employee duties. The actual proposal will be forthcoming.

Article 24-Joint Health Safety Committee

UCSD proposes CCL

Article 25-Protective Clothing

UCSD proposes clarifying language. The actual proposal will be forthcoming.

Article 26-Uniforms

UCSD proposes clarifying language. The actual proposal will be forthcoming.

Article 27-Parking

UCSD proposes CCL

Article 28-Mileage Reimbursement

UCSD proposes CCL

Article 29-Medical Separation

UCSD may propose changes to conform to current law.

Article 30-Work Incurred Injury or Illness

UCSD proposes changes to include drug test may be required if employee is involved in on-the-job accident. The actual proposal will be forthcoming.

Article 31-Reasonable Accommodation/Rehabilitation

UCSD may propose changes to conform to current law.

Article 32-Union Stewards

UCSD proposes changes on conducting Union Business and Release Time. The actual proposal will be forthcoming.

Article 33-Labor Management Relations

UCSD proposes changes on advance notice. The actual proposal will be forthcoming.

Article 34-Union Access and Rights

UCSD proposes 48 hours advance notice for access and 72 hours advance notice for paid release time; limit 10 hours/month for steward. The actual proposal will be forthcoming.

Article 35-Dues Deductions-Union Security

UCSD proposes CCL

Article 36-Personnel Files

UCSD proposes CCL

Article 37-Training & Development

UCSD proposes CCL

Article 38-No Strike-No Lockout

UCSD proposes CCL

Article 39-Death Payments

UCSD may propose changes to conform to UC policy.

Article 40-Insurance & Retirement Benefits

UCSD proposes CCL

Article 41-Shift Differential

UCSD proposes CCL

Article 42-Apprenticeship Program & Addendum

UCSD proposes CCL

Article 43- Wages & Pay Differentials

UCSD's proposal is forthcoming.

Article 44 – Severability

UCSD proposes CCL

Article 45-Waiver

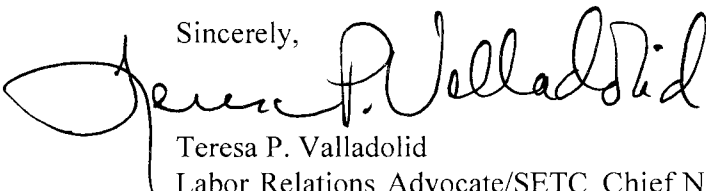
UCSD proposes CCL

Article 46-Duration

UCSD's proposal is forthcoming.

If you have any questions, feel free to contact me.

Sincerely,



Teresa P. Valladolid
Labor Relations Advocate/SETC Chief Negotiator
tvalladolid@ucsd.edu

Proof of Service Form

Directions:

A copy of this form shall be appropriately filled out and attached when proof of service or statement of delivery or mailing is required. Use Part 1 and Part 3 for delivery by mail. Use Part 2 and Part 3 for personal delivery.

Part 1:

Delivery by UCSD Campus Mail System

I declare that I am over the age of eighteen.

My address is 9500 Gilman Dr., mc 0921 La Jolla, CA 92093 On February 6, 2015,
(Date)

I served the attached UCSD Initial Bargaining Proposals by placing
(Name of Document)

a true copy enclosed in a sealed envelope within the UCSD Campus Mail System, addressed as follows:
Carl Kimberlin Business Manager 6366 Commerce Blvd., suite 346 Rohnert Park, CA 94928

Part 2:

Personal Delivery

I declare that I am over the age of eighteen.

My address is _____.

I declare that on _____, I personally delivered the attached
(Date)

_____ to _____
(Name of Document) (Name of Recipient)


at _____
(Location)

Part 3:

I declare that the foregoing is true and correct and that this declaration was executed on

February 6, 2015 at La Jolla, CA
(Date) (City, State)

Rene Brown
(Type or Print Name)


(Signature)