



OFFICE OF THE SYSTEMWIDE EXECUTIVE DIRECTOR  
LABOR RELATIONS

OFFICE OF THE PRESIDENT  
1111 Franklin Street  
Oakland, CA 94607

December 1, 2023

Seth Newton Patel  
Chief Negotiator  
Deputy Director of Strategy & Collective Bargaining  
AFSCME Local 3299  
425 15th St.  
Oakland, CA 94612

Sent by email to: spatel@afscme3299.org

**RE: University Sunshine Notice for the Patient Care Technical (EX) MOU**

Dear Seth Newton Patel,

In accordance with Article 8 – Duration of Agreement- the following proposals represents a preliminary list of those articles in the Patient Care Technical Contract – American Federation of State, County, and Municipal Employees (“EX”) unit MOU that the University will propose to change, modify, or amend. The University maintains the ability to modify, amend, substitute, or withdraw any or all of these proposals depending on the course of bargaining. Additionally, the University reserves the right to submit additional proposals or possibly, to propose to open additional articles of the contract, as negotiations progress.

**Article 2 – Agreement**

The University will propose language that will update the agreement date.

**Article 3 – Arbitration Procedures**

The University will propose language that will allow for electronic notifications.

**Article 4a – University Health & Welfare Benefits**

The University will propose language that will update the health care article to reflect different models for mitigating health care costs as well as provide for pilot programs aimed at reducing health care costs.

**Article 7– Discipline and Dismissal**

The University will propose language that allows for timely investigations; provides for electronic notifications; and makes grievance rights clearer for both parties to the agreement.

### **Article 8 – Duration of Agreement**

The University will propose language that updates the duration of the agreement to reflect the new multi-year agreement.

### **Article 9 – Grievance Procedure**

The University will propose language that will update the grievance procedures to provide for the process of systemwide grievance resolutions.

### **Article 11 – Holidays**

The University will propose language that adds Juneteenth as a University Holiday, consistent with its current practice.

### **Article 12 – Hours of Work**

The University will propose language that will revise accrual language regarding compensatory time; add language to clarify when employee can request a lateral transfer, and add language to update appropriate meal/rest language to align with the law.

### **Article 15– Layoffs and Reduction in Time**

The University will propose language allowing AFSCME members to participate in the ERIT program and add language to allow emergency layoffs.

### **Article 17 – Leaves of Absence**

The University will propose language adjusting the length of time that an employee can be on Union Business Leave

### **Article 28 – Performance Evaluations**

The University will propose language ensuring there is a performance review process associated with merit increases, including feedback, identified goals and accountability.

### **Article 30– Position Appointments**

The University will propose language that will add language for employees who wish to voluntary reduce their appointment and add language providing for the creation of a floater positions with a duration of up to 24 months.

### **Article 35 – Seniority**

The University will propose language clarifying the seniority status of per diem employees.

### **Article 43 – Vacation Leave**

The University will propose language allowing for the rotation of vacation periods where no practice currently exists.

**Article 44 – Wages**

The University will propose language that provides reasonable wage increases consistent with University principles as well as add language to clarify eligibility section for non-probationary employees.

I'm providing this notice to you as the Chief Negotiator for our upcoming successor bargaining. However, if you are not the correct person to provide this notice to, please forward this notice to the appropriate person and provide me with their contact information.

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

Sincerely,

*David Tuttle*

David Tuttle  
Labor Relations Manager– Systemwide Labor Relations

Cc: Melissa Matella, Associate Vice President – Office of the President  
Matt Teaford, Labor Relations Director – Office of the President  
Elizabeth Pearlman -AFSCME Local 3299  
Elizabeth Hinkle – AFSCME Local 3299