



OFFICE OF THE VICE PRESIDENT
HUMAN RESOURCES

OFFICE OF THE PRESIDENT
300 Lakeside Drive, 12th Floor
Oakland, CA 94612-3550

December 20, 2013

Jeff Duritz
Union of American Physicians and Dentists
180 Grand Avenue
Suite 1380
Oakland, CA 94612-3750

RE: Negotiations By and Between the University of California and the Union of American Physicians and Dentists (UAPD) for a New Contract

Dear Mr. Duritz:

In accordance with HEERA, the University of California is prepared to open negotiations with the Union of American Physicians and Dentists (UAPD) for a first contract between the parties. The University looks forward to bargaining over the following topics which are identified and summarized below. I trust we will engage both collaboratively and respectfully as we develop an initial UC-UAPD contract that addresses our mutual concerns and interests.

- Recognition – language defining the bargaining unit as certified by PERB and providing a process that allows for unit modification in a timely and expeditious manner
- University Benefits (Vacation, Pension, Health and welfare, Holidays, Sick Leave)—the University will propose terms designed to attract and retain a qualified workforce which also reflect the University’s budgetary and operational circumstances
- Wages –the University will propose terms designed to attract and retain a qualified workforce that reflects each location’s unique labor market and budgetary circumstances and operations
- Positions, Appointments and Assignments – language that reflects the University’s right to hire and appoint staff for a probationary period and that such appointments may be intermittent, limited, per diem, contract or for a partial year or defined period
- Management Rights – the University will propose language that reserves all management rights including but not limited to the ability to direct operations, resources, set managerial priorities, establish standards of conduct, discipline, assign and contract out work
- Hours of Work – the University will propose language reflecting the hours of operation of the student health centers and the University’s ability to provide staffing, establish and modify schedules
- Corrective Action, Discipline and Dismissal –the University will propose language reflecting the University’s managerial right to enforce appropriate standards of conduct and which establishes the process for such enforcement
- Grievance Procedure –the University will propose language establishing a fair and expeditious process to address alleged violations of express provisions of the collective bargaining agreement

- Arbitration—a process whereby a third party neutral selected by the parties will determine whether the University violated an express provision of the collective bargaining agreement; provisions for a separate hearing when arbitrability is an issue
- Layoff – the University will propose language that provides a process by which permanent or temporary layoffs or reductions in time are implemented after the University’s initial determination that a layoff or reduction in time is necessary
- Non-Discrimination – language that prohibits discrimination against employees in the bargaining unit based on their protected status or protected activity
- Waiver –language acknowledging that parties have had the opportunity to bargain over any and all terms and conditions of employment and that for the duration of agreement neither party is obligated to bargain
- No Strike and Concerted Activities – the University will propose language prohibiting strikes including sympathy strikes and any other work stoppages or disruptions during the life of the agreement; language setting out the union’s obligations in the event that another union conducts a strike during the life of the agreement
- Severability – language providing that if a provision is found to be invalid, that provision shall no longer be considered a part of the contract but the remainder of the contract shall remain in full force and effect
- Duration – language providing for a multi-year locked up agreement providing for stability and that is conducive to positive labor-management relations

The University reserves the right to bargain over additional topics throughout the negotiations process.

I look forward to meeting you on January 8, 2014 at the first Sunshine Meeting.

If you have questions prior to that date, please do not hesitate to give me a call.

Very truly,



Peter M. Chester
Director—Labor Relations
University of California Office of the President

Cc: Assoc. Director Ashcraft
Manager Kurt Steinhoff
UC Bargaining Committee
File