

# UNIVERSITY OF CALIFORNIA

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SANTA BARBARA • SANTA CRUZ

OFFICE OF THE PRESIDENT

OFFICE OF THE VICE PRESIDENT  
HUMAN RESOURCES

300 Lakeside Drive, 10<sup>th</sup> Floor  
Oakland, CA 94612-3550

May 30, 2017

Larissa Dorman  
UC-AFT Field Representative  
UC San Diego Campus

*sent electronically*

Dear Larissa:

The University has received the UC-AFT's proposals for the purpose of the sunshine process and commencing bargaining a Preuss School side letter agreement as an addendum to the Instructional Support (IX) bargaining unit agreement, which is currently closed until January 31, 2020.

The University bargaining team members are as follows:

Nadine Fishel – UCOP – Chief Spokesperson  
Amy Lee – UCOP – Academic Affairs  
Cynthia Palmer – UCSD – Academic Affairs  
Kelly Lindlar – UCSD – Academic Affairs  
Terri Winbush – UCSD – Labor Relations  
Kristin Beattie – UCSD – Labor Relations  
Karin Marsolais – UCSD – Preuss School

The University proposes to open certain IX articles only to negotiate provisions exclusive to the Preuss School in a side letter addendum.

**Article 1 – Recognition** – The University proposes to modify this article in the side letter to appropriately reflect the Preuss School titles in the bargaining unit.

**Article 2 – Academic Freedom** – The University is not opening this article as it should not apply to the Preuss School.

**Article 3 – Academic Responsibility** – While the University contends that Preuss School bargaining unit members need to be academically responsible, this article should not apply to the Preuss School.

**Article 4 - Nondiscrimination in Employment** - The University contends the current contract language should apply to the Preuss School bargaining unit members.

**Article 5 – Description of Unit Titles** - The University proposes to modify this article in the side letter to appropriately reflect the Preuss School titles in the bargaining unit.

**Article 6 – Academic Year Appointments** – The University proposes to modify this article in the side letter to appropriately reflect the Preuss School titles in the bargaining unit.

**Article 7A – NSF Appointments** – The University is not opening this article as it should not apply to the Preuss School.

**Article 7B – Process for Initial Continuing Appointments** – The University is not opening this article as it should not apply to the Preuss School.

**Article 7C – Continuing Appointments** – The University is not opening this article as it should not apply to the Preuss School.

**Article 8 – Instructional Support** - The University proposes to modify this article in the side letter to appropriately reflect the Preuss School policies.

**Article 9 – Professional Concerns** – The University proposes to modify this article in the side letter to appropriately reflect the Preuss School policies.

**Article 10 – Personnel Files** – The University contends the current contract language should apply to the Preuss School bargaining unit members.

**Article 11 – Benefits** – While the University proposed to continue the current health benefits for the Preuss School bargaining members, the University is proposing changes to the retirement plan to match the UC staff-based pension choice program.

**Article 12 – Leaves** - The University proposes to modify this article in the side letter to appropriately reflect the Preuss School policies.

**Article 13 – Travel** - The University contends the current contract language should apply to the Preuss School bargaining unit members.

**Article 14 – Holidays** – The University proposes to modify this article in the side letter to appropriately reflect the Preuss School policies.

**Article 15 – Moving Expenses** - The University contends the current contract language should apply to the Preuss School bargaining unit members.

**Article 16 – Medical Separation** - The University contends the current contract language should apply to the Preuss School bargaining unit members.

**Article 17 – Layoff** – The University proposes to modify this article in the side letter to appropriately reflect the Preuss School policies.

**Article 18 – Resignation** – The University contends the current contract language should apply to the Preuss School bargaining unit members.

**Article 19 – Reassignment** – The University proposes to modify this article in the side letter to appropriately reflect the Preuss School policies.

**Article 20 – Reasonable Accommodation** - The University contends the current contract language should apply to the Preuss School bargaining unit members.

**Article 21 – Compensation** - The University proposes to modify this article and to identify compensation practices specifically applicable to the Preuss School bargaining unit members.

**Article 22 – Merit Review Process** – The University proposes to modify this article and to identify compensation practices specifically applicable to the Preuss School bargaining unit members.

**Article 23 – Summer Session** – The University is not opening this article as it should not apply to the Preuss School.

**Article 24 – Instructional Workload** – The University proposes to modify this article and to identify workload practices specifically applicable to the Preuss School bargaining unit members.

**Article 25 – Union Rights** - The University contends the current contract language should apply to the Preuss School bargaining unit members.

**Article 26 – Release Time** - The University contends the current contract language should apply to the Preuss School bargaining unit members.

**Article 27 – Payroll Deductions** - The University contends the current contract language should apply to the Preuss School bargaining unit members.

**Article 28 – Management Rights** – The University contends the current contract language should apply to the Preuss School bargaining unit members.

**Article 29 – Academic Calendars** – The University is not opening this article as it should not apply to the Preuss School.

**Article 30 – Discipline & Dismissal** – The University proposes to modify this article and to identify disciplinary processes specifically applicable to the Preuss School bargaining unit members.

**Article 31 – Pre Six Mentoring Meeting** – The University is not opening this article as it should not apply to the Preuss School.

**Article 32 – Grievance Procedure** - The University contends the current contract language should apply to the Preuss School bargaining unit members, with the exception of processes related to articles which do not apply.

**Article 33 – Arbitration** - The University contends the current contract language should apply to the Preuss School bargaining unit members, with the exception of processes related to articles which do not apply.

**Article 34 – Immigration Reform & Control Act** - The University contends the current contract language should apply to the Preuss School bargaining unit members.

**Article 35 – No Strikes** - The University contends the current contract language should apply to the Preuss School bargaining unit members.

**Article 36 – Past Practice Not Covered by Agreement** - The University contends the current contract language should apply to the Preuss School bargaining unit members.

**Article 37 – Waiver** – The University proposed to modify this article to reflect the Preuss School policies that apply, rather than the Academic Personnel Manual provisions.

**Article 38 – Severability** - The University contends the current contract language should apply to the Preuss School bargaining unit members.

**Article 39 – Successors** - The University contends the current contract language should apply to the Preuss School bargaining unit members.

**Article 40 – Duration** - The University contends the current contract language should apply to the Preuss School bargaining unit members.

**Article 41 – Parking** – The University proposes to modify this article and to bargain parking fees applicable to the Preuss School bargaining unit members.

**Article 42 – On-Line Instruction** – The University is not opening this article as it should not apply to the Preuss School.

**Appendix A – Grievance Officers** - The University contends the current contract language should apply to the Preuss School bargaining unit members.

**Appendix B – Panel of Arbitrators** - The University contends the current contract language should apply to the Preuss School bargaining unit members.

**Appendix C – Sexual Harassment Officers** - The University contends the current contract language should apply to the Preuss School bargaining unit members.

**Appendix D – Salary Scale** – The University proposes to modify the Salary Scale in conforming with negotiated provisions of Article 21 and to identify compensation practices specifically applicable to the Preuss School bargaining unit members.

**Appendix E – Enumeration of Benefits** – The University contends the current contract language may apply to the Preuss School bargaining unit members, depending on the outcome of other benefits provisions.

**Appendix F – Post Employment Benefits** - The University contends the current contract language may apply to the Preuss School bargaining unit members, depending on the outcome of other benefits provisions.

**Appendix G – Definitions** - The University contends the current contract language should apply to the Preuss School bargaining unit members.

**Appendix H – NSF List of Duties That Shall Receive Equivalencies** – The University contends this appendix does not apply to the Preuss School.

*UC Initial Proposals  
Preuss School  
30 May 2017*

**Side Letters** - The University contends that the current side letters in the IX Agreement do not apply to the Preuss School bargaining unit members.

The University reserves its rights to modify, alter or change its position on any and all of the above-referenced topics. Should the University or the UC-AFT propose to open a bargaining subject not originally opened, the parties acknowledge an additional twenty-four (24) hour sunshine period must be met prior to discussion and/or agreement on new subjects.

The parties have agreed to commence bargaining on a side letter agreement on Monday, June 5<sup>th</sup> in San Diego.

Sincerely,



Nadine Baron Fishel  
Chief Negotiator  
University of California

C: Benjamin Harder  
UC Bargaining Team