



OFFICE OF THE SYSTEMWIDE EXECUTIVE DIRECTOR
LABOR RELATIONS

OFFICE OF THE PRESIDENT
1111 Franklin Street
Oakland, California 94607

March 10, 2022

Via Email

Mike Miller
International Representative
UAW 5810

Dear Mike:

In accordance with HEERA provision §3595, the University is required to post its initial proposals in order to sunshine the proposals and provide an opportunity for the public to comment prior to the commencement of bargaining.

In order to establish a collective bargaining agreement, the University is proposing to add the following non-economic articles:

- **Recognition** – Include the definition of employee and list the titles included in the bargaining unit in accordance with the UC and UAW Recognition Agreement dated December 7, 2021.
- **Severability** – Provisions to ensure in the event any provision is declared illegal, invalid, void or unenforceable, the remaining conditions and provisions of this Agreement will remain in full force and effect during the term of this Agreement.
- **Existing University Policies** - Existing University policies not modified by the terms of the collective bargaining agreement will remain in effect. This includes, but is not limited to: Graduate Policies, the Academic Personnel Manual, Presidential, and Regental policies, including the upcoming Presidential Policy on Abusive Conduct/Bullying. The employer retains right to continue or discontinue any past practice or benefit except as specifically modified by the terms of the collective bargaining agreement.
- **Student Status** – Issues relating to the student status of a bargaining unit member will not be subject to this contract.
- **Management and Academic Rights** – Appropriate management and academic rights provisions for a collective bargaining agreement for Graduate Student Researchers. The exercise of management rights will not be subject to the grievance and/or arbitration procedures.

- **Appointment Notification** – Provide language for a written letter of appointment with the terms of the appointment outlined in the letter.
- **Research Misconduct** – Express standards of conduct and responsibilities for integrity in research.
- **Labor Management Meetings** – Provide for a process for meeting during the life of the agreement.
- **Release Time** – Provide for a process for the authorized release of bargaining team members to participate in subsequent successor bargaining.
- **Union Access and Rights** – Provide clear rules regarding applicable restrictions to the work site, particularly in laboratories, in accordance with the University’s local rules at each campus. Also provide for new employee orientation provisions in accordance with AB 119.
- **Duration** – Specify the term of the collective bargaining agreement and establish a timeframe to commence successor negotiations.
- **Description of Unit Titles** – Provide a description of the unit titles identified in the Recognition provisions.
- **Corrective Action and Dismissal** – Procedures for when the University has to take disciplinary action up to and including dismissal of graduate student researchers, based on work performance deficiencies and/or misconduct.
- **Personnel Files** – Denote where files are kept, what information is contained in a file, and the procedure for gaining access to files.
- **Health and Safety** – Provide procedures for when health and safety issues arise.
- **Layoff and Reduction in Time** – Provide provisions for notice and reasons for layoffs and reductions in time.
- **Non-Discrimination in Employment** – Provide language to describe protected classifications and the requisite procedures for when discrimination claims arise.
- **Reasonable Accommodation** – Provide procedures for reasonable accommodation to align with the University’s legal responsibilities.
- **Travel** – Provide provisions to align with University policy.

Conditional Proposals: provided the University and the UAW agree to a No Strikes/No Lockout article, the University will agree to propose Grievance and Arbitration Procedure articles.

- **Grievance Procedure** – Provide for a three-step process for industrial jurisprudence with the last step at the Office of the President.
Arbitration Procedure – Provide for a binding hearing process through a third party neutral arbitrator. The University will propose one potential option for the parties to use a written briefing process for arbitrability instead of a hearing. In any event, the University will propose to have one arbitrator rule on the arbitrability issues. If the first arbitrator decides the matter is arbitrable, a different arbitrator shall hear the merits in a separate hearing. The University will propose language to preserve that no arbitrator can substitute their judgment for the judgment of

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- an academic administrator, and the arbitrator has no authority to hear or decide any issues relating to the student status of a bargaining unit member.
- **Arbitration Panel** – Provide for one statewide panel with 21 arbitrators on the panel.
- **No Strikes/No Lockout** – Provide for a process to ensure there is agreement for labor peace during a settled and closed agreement.

The University proposes to add the following economic articles to the agreement:

- **Salary** –annual increases for the unit;
- **Tuition and Benefit Remission** – eligibility amount of the benefit, and any necessary process for application.
- **Child Care Reimbursement** – eligibility and participation based on current practices;
- **Defined Contribution Plan** – eligibility and participation based on current practices;
- **Union Security** – provisions for the union to notify the University for dues deductions, roster file distribution, and deductions file distribution.

The University proposes to add the following ancillary economic articles to the agreement:

- **Leaves** – other leave benefits;
- **Holidays** – holiday calendar;
- **Parking and Transportation** – maintain location specific programs.

The University reserves the right to add, delete, or modify its proposals as bargaining progresses.

The sunshine process will take place on March 15th from 1:00 p.m. – 3:00 p.m. and March 30th from 1:00 p.m. - 3:00 p.m. over the zoom platform. The first bargaining session will commence on Tuesday, April 5th at 1:00 p.m. over zoom.

Sincerely,

Nadine B. Fishel

Nadine B. Fishel
Associate Director – Labor Relations
Office of the President

Peter Q. Nguyen

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Associate Director – Labor Relations
Office of the President