



OFFICE OF THE SYSTEMWIDE EXECUTIVE DIRECTOR
LABOR RELATIONS

OFFICE OF THE PRESIDENT
1111 Franklin Street
Oakland, California 94607

May 1, 2024

Dan Russell
UPTE-CWA 9119
Research Support Professionals Unit
dan@upte.org
Sent Via E-mail

Dear Dan,

In accordance with Article 9 – Duration of Agreement of the current collective bargaining agreement (“CBA or Agreement”) between The Regents of the University of California (“University”) and University Professional and Technical Employees - Communications Workers of America Local 9119 (“UPTE”), the following proposals represent a preliminary list of articles in the Research Support Professionals (“RX”) unit CBA 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 CBA, as negotiations progress.

Article 1 – Access/Union Rights

The University shall propose updates concerning the current practice of employee orientation including online orientation. Additionally, the University shall propose language as to notice periods for non-University employee union representatives who seek to visit a University facility. The University shall also propose language to update portions of the articles to reflect current practice.

Article 2 – Agreement

The University shall propose modifications to this article in part to reflect the dates of the successor agreement.

Article 3 – Arbitration Procedure

The University shall propose modifications to the language of the article regarding the arbitration process, the filing of grievances and arbitration notices by postal mail, the consolidation of grievances and appeals, and arbitrability and associated hearings. The University will also propose language to consolidate the arbitration panel and update arbitration panel members.

Article 4 – University Benefits

The University shall propose language to address restrictions on health care premiums as well as language to ensure the article complies with University policies.

Article 6 – Compensation

The University will propose an economic package for the campus and medical centers and a separate economic package for Lawrence Berkeley National Laboratory.

Article 7 – Corrective Action/Discipline and Dismissal

The University shall propose language to clarify the discipline and dismissal process and definitions within the article.

Article 8 – Development and Training

The University shall propose language to clarify when an employee is entitled to participate in training and development programs.

Article 9 – Duration of Agreement

The University will propose language to address the new dates of the agreement, as well as clarification of responsibilities of each party regarding notices.

Article 10 – Grievance Procedure.

The University will propose language addressing incomplete grievances and clarification that grievances may be moved to arbitration without a remand letter. Additionally, language will be proposed to require electronic filing of all grievances as well as grant the University the discretion to consolidate grievances filed by two or more employees, or multiple grievances filed by or related to the same employee or incident.

Article 12 – Holiday.

The University shall propose language to revise the holiday list as well as confirm that exempt employees are not eligible for overtime.

Article 13 – Hours of Work

The University shall propose language to update the meal periods and rest periods at medical centers as well as language confirming that exempt employees are not eligible for overtime at campuses and medical centers. In addition, the University will propose revisions to language for this article which applies solely to LBNL.

Article 16 – Layoff and Reduction in Time.

The University shall propose language to clarify certain sections of the article including the removal of expired language. The University shall also propose language to address both indefinite and temporary layoffs. In addition, the University will propose revisions to language for this article which applies solely to LBNL.

Article 17 – Leave for Union Business

The University shall propose clarifying language for union business leave.

Article 18 – Leave of Absence.

The University shall propose language to update leave provisions to ensure compliance with University policies and applicable State and Federal regulations.

Article 19 – Management Rights.

The University shall propose language to clarify and confirm management rights.

Article 20 – Medical Separation.

The University shall propose language to clarify the provisions of the medical separation article.

Article 21- Military Leave.

The University is proposing to bring the language of the Agreement in line with the University’s military leave policies and will propose changes to ensure legal compliance.

Article 22 – Moving Expenses.

The University is proposing to modify language regarding grievances and arbitration.

Article 24 – No Strikes.

The University shall propose language to clarify this article and its application to all strikes.

Article 25 – Nondiscrimination in Employment.

The University shall propose language to ensure the article complies with University policies and applicable State and Federal regulations

Article 27 – Parking.

The University shall propose language to address parking at all University locations and increases presented by agencies other than the University.

Article 28 – Payroll Deductions.

The University shall propose language to address payroll deductions and the responsibilities of the University and UPTE.

Article 30 – Personnel Files.

The University shall propose language addressing the removal of documents from a personnel file.

Article 31 – Positions/Appointments.

The University shall propose revisions to language concerning partial year appointments.

Article 33 – Reasonable Accommodations.

The University shall propose language to ensure the article is in compliance with University policies as well as applicable State and Federal regulations.

Article 34 – Release Time for Bargaining.

The University shall propose language to clarify and confirm the responsibilities and duties of the University and UPTE. Moreover, the University shall present language to address all types of leave for bargaining purposes.

Article 35 – Resignation/Job Abandonment.

The University shall propose language concerning job abandonment and other aspects of the article.

Article 36 – Respectful and Fair Treatment.

The University shall propose language modifications to ensure compliance with University policies as well as applicable State and Federal regulations.

Article 38 – Shift Differential.

The University shall propose modifications to the article regarding shift differentials.

Article 39 – Sick Leave

The University shall propose revisions to ensure the article is in compliance with University policies as well as applicable State or Federal regulations.

Article 47 – Uniforms.

The University shall propose language to ensure the article complies with University policies.

Lawrence Berkeley National Laboratory (LBNL)

Provide modifications to the articles and compensation package for applicability to the LBNL.

Appendices

The University is proposing that they be deleted, amended, and updated accordingly.

Side letter

The University shall submit language to incorporate, edit, delete, or revise side letters.

Miscellaneous.

Remove articles that have expired or are no longer applicable.

The sunshine process shall begin no later than May 1, 2024, with notice to the public and the posting of the proposals, followed by the first public comment meeting on May 8, 2024.

Please do not hesitate to contact me should you need further information.

Sincerely,

Kevin Young

E. Kevin Young
Associate Director, Labor Relations
University of California